

**From:** [Priscilda Menjares](mailto:Priscilda.Menjares@co.hidalgo.tx.us)  
**To:** [erika.zamora@co.hidalgo.tx.us](mailto:erika.zamora@co.hidalgo.tx.us); [monica.badillo@co.hidalgo.tx.us](mailto:monica.badillo@co.hidalgo.tx.us)  
**Cc:** [Renan Ramirez](mailto:Renan.Ramirez@co.hidalgo.tx.us)  
**Subject:** AI-34254  
**Date:** Monday, September 17, 2012 4:54:52 PM

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Erika,

Mr. Ramirez would like the approval from legal to be added as an attachment to AI-34254. Also on the Title of the agenda, after "Amendment 4.....", can you please change it to read "Texas Conference of Urban Counties and Tyler Technologies for continuation of the CIJS (Common Integrated Justice System) Project". If you have any questions or concerns, you may reach me at ext. 6027.

Thank you for your time,

Priscilda Menjares

---

**From:** "Josephine L. Ramirez" <[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)>  
**To:** "Priscilda Menjares" <[priscilda.menjares@co.hidalgo.tx.us](mailto:priscilda.menjares@co.hidalgo.tx.us)>  
**Cc:** "Renan Ramirez" <[renan.ramirez@co.hidalgo.tx.us](mailto:renan.ramirez@co.hidalgo.tx.us)>  
**Sent:** Friday, September 14, 2012 1:36:19 PM  
**Subject:** RE: Hidalgo

Priscilda,

I have reviewed the Amendment No. 4 to the Techshare Resource Agreement CIJS and the Amendment to the Amended and Restated Implementation Plans Phases 1 and 2, and approve as to the form of the agreements.

Josephine Ramirez Solis  
*Assistant Criminal District Attorney*  
County Affairs Section  
**Office of Criminal District Attorney**  
Hidalgo County, Texas  
100 N Closner Rm 303  
Edinburg, TX 78539  
(956) 318-2313 ext. 3823  
(956) 318-2079 FAX  
[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us) AND DELETE THE**

**COMMUNICATION.**

\*\*\*\*\*



AI-34498

County Judge's Office 5. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Yolanda Chapa

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

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**Information**

**CAPTION**

Resolution in honor of Chief Warrant Officer II Jose L. Montenegro

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 03:27 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: SANDRA DELEON		Started On: 09/27/2012 03:12 PM
	Final Approval Date: 09/28/2012	

AI-34467

Elections Administration 6. C.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Yvonne Ramon

Submitted By: Melanie Esparaza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

**Information**

**CAPTION**

Elections:

Requesting approval for 4 Employees: Joaquin Garcia, Uriel Ramos, Isaac Longoria, and Adam Luna to travel to Austin, TX for the 24th Annual Election Law Seminar; Cities, Schools and Other on November 27th-30th.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1100-414-00-130-001-0-XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available for object code 583 as of 09-27-12

Funds available for object code 584 through P.O. 66273.

**Attachments**

Registration Fee Confirmation

Agenda

Travel forms

meal adv

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 08:05 AM
Veronica Ortiz	Veronica Ortiz	09/27/2012 11:20 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Melanie Esparaza		Started On: 09/26/2012 03:24 PM
	Final Approval Date: 09/28/2012	

REV # 203651

**Melanie Esparza**

**From:** Adam Luna [adam.luna@co.hidalgo.tx.us]  
**Sent:** Tuesday, September 25, 2012 11:49 AM  
**To:** melanie.esparza@co.hidalgo.tx.us  
**Subject:** FW: Seminar Registration - Confirmation No. 25375

**From:** lsalazar@sos.state.tx.us [mailto:lsalazar@sos.state.tx.us]  
**Sent:** Tuesday, September 25, 2012 11:38 AM  
**To:** adam.luna@co.hidalgo.tx.us  
**Cc:** lsalazar@sos.state.tx.us  
**Subject:** Seminar Registration - Confirmation No. 25375

Thank you - Your online registration has been received. The registration fees and deadlines are listed below. Please provide a copy of this email with your payment. Once our office is in receipt of your payment, you will receive another email confirming that your registration is complete.

Registration code: 25375  
Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: ADAM LUNA  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: VR SPECIALIST  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
E-mail: adam.luna@co.hidalgo.tx.us

**Address & Fax Information:**  
Office of the Secretary of State  
Attn: Leticia Salazar  
P.O.Box 12060  
Austin, Texas 78711-2060  
512.463.7552 - FAX  
lsalazar@sos.state.tx.us

Registration Fee Postmarked on or before October 15, 2012 is \$155  
Registration Fee Postmarked after October 15, 2012 is \$220

Thank you,  
Leticia Salazar

Secretary of State's Election Division

**Joaquin Garcia**

---

**From:** Isalazar@sos.state.tx.us  
**Sent:** Tuesday, September 25, 2012 11:38 AM  
**To:** joaquin.garcia@co.hidalgo.tx.us  
**Cc:** Isalazar@sos.state.tx.us  
**Subject:** Seminar Registration - Confirmation No. 25370

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Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: JOAQUIN GARCIA  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: IT-MANAGER  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
E-mail: joaquin.garcia@co.hidalgo.tx.us

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Secretary of State's Election Division

**Melanie Esparza**

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**Sent:** Tuesday, September 25, 2012 11:38 AM  
**To:** melanie.esparza@co.hidalgo.tx.us  
**Cc:** Isalazar@sos.state.tx.us  
**Subject:** Seminar Registration - Confirmation No. 25374

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Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: URIEL RAMOS  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: ELECTIONS OPERATION SPECIALIST  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
E-mail: melanie.esparza@co.hidalgo.tx.us

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Thank you,  
Leticia Salazar

Secretary of State's Election Division

**jose.longoria**

---

**From:** Isalazar@sos.state.tx.us  
**Sent:** Tuesday, September 25, 2012 11:38 AM  
**To:** jose.longoria@co.hidalgo.tx.us  
**Cc:** Isalazar@sos.state.tx.us  
**Subject:** Seminar Registration - Confirmation No. 25373

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Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: ISAAC LONGORIA  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: GIS OPERATOR ASSITANT  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
E-mail: jose.longoria@co.hidalgo.tx.us

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Thank you,  
Leticia Salazar

Secretary of State's Election Division

**24<sup>th</sup> Annual Election Law Seminar  
Cities, Schools and Other Political Subdivisions**

**Preliminary Agenda**

*(Times/Schedule to be Determined)*

**Wednesday, November 28, 2012**

*10am – 5pm*

Optional Workshops

- Cities
- Schools
- Other
- Local Option Liquor/Petitions

Elections Overview and Upcoming  
Legislative Session

Contracting and Joint Elections

Federal Compliance Issues with DOJ

Update on VOTETEXAS

**Thursday, November 29, 2012**

*8:30am – 5pm*

Welcome and Opening Remarks

Residency, Candidacy and Vacancies

Super Precincts

Public Information/Open Records

Conflicts in Candidacy

Early Voting Overview

- By Mail
- FPCA
- Late Counting
- By Personal Appearance
- Special Forms of Early Voting
- Ballot Board

Provisional Voting and ED Procedures

Professional Development Speaker

**Friday, November 30, 2012**

*Ends at Noon*

Networking – Roundtable Discussions

Online Poll Worker Training

Accessibility

Preparing for the May Election

Recounts and Contests



HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 09/25/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 4
DEPARTMENT NAME: Elections

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Joaquin Garcia (IT-Manager), Uriel Ramos (Elections Operation Specialist), Issac Longoria (GIS Operator Assistant) and Adam Luna (VR Specialist)

EVENT INFORMATION

TITLE OF EVENT: 24th Annual Election Law Seminar; Cities, Schools and Other Political Subdivisions
EVENT DATE(S) FROM: 11/28/12 TO: 11/30/12
DEPARTURE DATE: 11/27/12 RETURN DATE: 11/30/12
LOCATION OF EVENT: CITY: Austin STATE: TEXAS

PURPOSE OF TRAVEL

- Place an "X" by the applicable purpose of the trip.
X To obtain statutorily required continuing professional education.
X To obtain continuing education related to an employee's work or maintenance of a license or certification.
X To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.
X To participate in professional organizations related to the employee or official's job assignment.
X To conduct essential research & information-gathering for improvement of County operations or compliance with law.
To monitor the development of state or federal legislation or implementation of legislation that might affect the County
To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County
To pursue the County's interests in litigation or criminal justice.
To promote the economic development interests of the County.
To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

Explain the benefits that this trip it will bring to Hidalgo County. Attach an itinerary, agenda, or schedule for the conference and/ or event. If applicable, justify the need for multiple persons traveling to the same event.

Table with 4 columns: SUMMARY OF ESTIMATED TRAVEL EXPENSES, ESTIMATED EXPENSES, (DBM USE ONLY) FUNDS AVAILABLE BALANCE, MODE OF TRAVEL (Place an "X" by applicable mode of travel). Rows include Registration Fee, Airfare, Taxi, Bus, Rental Car, Gasoline, Mileage, Telephone Calls, Parking, Lodging, Meals, and Other Expenses.

14. IF HIDALGO COUNTY IS NOT FUNDING ANY OR PART OF THIS TRIP, INDICATE BELOW THE EXPENSE TYPE & SOURCE OF PAYMENT:

NOTE: If trip duration is extended to take advantage of lower airfare, a comparison of the savings to the additional estimated cost must be provided with supporting airfare rate documentation.

ELECTED OFFICIAL/DEPARTMENT HEAD CERTIFICATION (Place an "X" by each of the certifications)

- I certify that:
X Trip expenses are necessary and will be incurred for official county business.
X Reasonable efforts to minimize the use of county funds have been explored.
X Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.
APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD: Amanda Saldaña DATE: 9/26/12 DEPARTMENT CONTACT PERSON: Melaine Esparza PHONE NO.: 5701

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY:

TRAVEL IS APPROVED for the individuals listed below:
TRAVEL IS NOT APPROVED for the individuals listed below:

REVIEWED BY (PRINT NAME): Veronica Ortiz DATE: 9/27/12 REVIEWER'S SIGNATURE: [Signature] PHONE NO.: 5418

DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME): DATE: SIGNATURE OF DBM DEPARTMENT HEAD:

RECEIVED BY COUNTY AUDITOR 9/27 AM 8:51



**HIDALGO COUNTY, TEXAS**  
**SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE**  
**CHECK REQUEST FORM**  
**PAGE 1 OF 2**

*PO 681661*

DEPARTMENT:	Elections	If, applicable, was travel approved by Co. Exec. Officer?	No
DEPARTURE DATE:	11/27/2012	RETURN DATE:	11/30/2012
TO CITY:	Austin	STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Joaquin Garcia, Isaac Longoria, Uriel Ramos and Adam Luna		
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	4		
PURPOSE/BENEFIT TO HIDALGO COUNTY:	24th Annual Election Law Seminar		

**A. WORKSHOP/SEMINAR REGISTRATION(S)**

TITLE OF WORKSHOP/SEMINAR:	24th Annual Election Law Seminar		
SPONSORED BY:	Secretary of State		
REGISTRATION CHECK PAYABLE TO:	Secretary of State		
REGISTRATION ADDRESS:	Attn: Leticia Salazar	SEMINAR START DATE:	11/28/2012
	PO Box 12060	SEMINAR END DATE:	11/30/2012
	Austin, Texas	PURCHASE ORDER NO.	681661
1. REGISTRATION COST PER EMPLOYEE:	\$ 155.00	NO. OF EMPLOYEES ATTENDING AT THIS RATE:	4
2. REGISTRATION COST PER EMPLOYEE:		NO. OF EMPLOYEES ATTENDING AT THIS RATE:	
3. "FREE REGISTRATION COST:	"FREE"	NO. OF EMPLOYEES ATTENDING FOR "FREE":	
GL ACCT NO.:	1-1100-414-00-130-001-0-584	TOTAL NO. OF EMPLOYEES ATTENDING:	4
TOTAL COST OF SEMINAR (Registration Cost per Employee x Number of Employees Attending at a rate) . . . . A.	\$	620.00	
(SEE PAGE 2 FOR SECTIONS B, C, & D)	TOTAL THIS PAGE (A):	\$	620.00
	TOTAL 2ND PAGE (B + C + D):	\$	-
	GRAND TOTAL (A + B + C + D)	\$	620.00

**E. CERTIFICATIONS AND EMPLOYEE AUTHORIZATIONS FOR PAYROLL DEDUCTIONS**

Incurring for official county business. Reasonable efforts to minimize the use of county funds have been explored. The information and estimates provided on this form are true and as accurate as possible. If it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. Travelers have read the Travel Policy, Guidelines, and Procedures and understand that failure to cancel reservations for any reasons other than those allowed by the Travel Policy will be at their expense.

<i>Amanda Salazar</i>	<i>Melanie Espinoza</i>	5707
DEPARTMENT'S PUBLIC OFFICIAL (Signature)	DEPARTMENT'S CONTACT PERSON	PHONE #
TRAVELER'S AUTHORIZATION: I certify that if it becomes necessary to cancel a trip, all necessary cancellations and notices will be made to the applicable vendors and departments in accordance with the Travel Policy, Guidelines, and Procedures. If I fail to cancel reservations for reasons other than those allowed by Section 17 of the Travel Policy, Guidelines, and Procedures, I authorize the deduction of any travel expenses incurred by the county on my behalf from my payroll check.		
<i>Joaquin Garcia</i>	<i>Ji C</i>	158321
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
<i>Isaac Longoria</i>	<i>Isaac Longoria</i>	188395
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
<i>Uriel Ramos</i>	<i>Uriel Ramos</i>	185701
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
<i>Adam Luna</i>	<i>Adam Luna</i>	161454
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.
EMPLOYEE NAME (PRINT)	EMPLOYEE'S SIGNATURE	EMPLOYEE NO.

RECEIVED BY COUNTY AUDITOR

**Joaquin Garcia**

---

**From:** lsalazar@sos.state.tx.us  
**Sent:** Tuesday, September 25, 2012 11:38 AM  
**To:** joaquin.garcia@co.hidalgo.tx.us  
**Cc:** lsalazar@sos.state.tx.us  
**Subject:** Seminar Registration - Confirmation No. 25370

Thank you - Your online registration has been received. The registration fees and deadlines are listed below. Please provide a copy of this email with your payment. Once our office is in receipt of your payment, you will receive another email confirming that your registration is complete.

Registration code: 25370  
Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: JOAQUIN GARCIA  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: IT-MANAGER  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
E-mail: joaquin.garcia@co.hidalgo.tx.us

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Office of the Secretary of State  
Attn: Leticia Salazar  
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Austin, Texas 78711-2060  
512.463.7552 - FAX  
[lsalazar@sos.state.tx.us](mailto:lsalazar@sos.state.tx.us)

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Thank you,  
Leticia Salazar

Secretary of State's Election Division

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COUNTY AUDITOR  
2012 SEP 27 AM 8 52

**jose.longoria**

---

**From:** Isalazar@sos.state.tx.us  
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**To:** jose.longoria@co.hidalgo.tx.us  
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Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: ISAAC LONGORIA  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: GIS OPERATOR ASSITANT  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
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Secretary of State's Election Division

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**Subject:** Seminar Registration - Confirmation No. 25374

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Registration code: 25374  
Seminar Title: 24th Annual Election Law Seminar for Cities, Schools & Other Political Subdivisions  
Name: URIEL RAMOS  
Entity Name: HIDALGO COUNTY ELECTIONS DEPARTMENT  
Title: ELECTIONS OPERATION SPECIALIST  
Address: 101 S. 10TH AVENUE  
City: EDINBURG  
State: TX  
Zip: 78539  
Phone: 9563182570  
E-mail: melanie.esparza@co.hidalgo.tx.us

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Secretary of State's Election Division

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2012 SEP 27 AM 8 52

ROY # 203651

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**To:** melanie.esparza@co.hidalgo.tx.us  
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COUNTY AUDITOR  
2012 SEP 27 PM 8 51

Thank you,  
Leticia Salazar

Secretary of State's Election Division



**HIDALGO COUNTY, TEXAS**  
**SEMINAR, HOTEL, CAR RENTAL, AND AIRFARE**  
**CHECK REQUEST FORM**  
**PAGE 2 OF 2**

DEPARTMENT:	Elections
DEPARTURE DATE:	11/27/2012
RETURN DATE:	11/30/2012
TO CITY:	Austin
STATE:	Texas
NAME OF EMPLOYEES ATTENDING SEMINAR:	Joaquín García, Isaac Longoria, Uriel Ramos and Adam Luna
TOTAL# OF EMPLOYEES ATTENDING SEMINAR:	4

**B. HOTEL RESERVATION(S)**

Note: Use of a travel agency is discouraged. Unless a benefit is achieved by other means, you must use the State of Texas travel management services contract by visiting: [www.window.state.tx.us/procurement/prog/stmp/](http://www.window.state.tx.us/procurement/prog/stmp/)

NAME OF HOTEL:	Holiday Inn Austin Northwest	HOTEL PHONE NO.:	1-512-343-0888
ADDRESS OF HOTEL:	8901 Business Park Drive	CONFIRMATION NO.(s):	conf# 67382682 and conf# 67382685
	Austin, TX 78759		
ROOM RATE:	\$ 104.00	PURCHASE ORDER NO.:	req# 223639
NUMBER OF NIGHTS:	3	GENERAL LEDGER ACCT NO.:	1-1100-414-00-130-001-0-583
ROOM RATE:	\$ 104.00	TOTAL NO. OF ROOMS:	
NUMBER OF NIGHTS:	3		
ROOM RATE:		HOTEL TAX RATE:	15.00%
NUMBER OF NIGHTS:			
TOTAL CHECK AMOUNT FOR HOTEL(Daily Room Rate x No. of Rooms x No. of Days x Tax Rate) . . . . . B.			\$ 717.60

**C. CAR RENTAL(S)**

Note: Reservations for car rentals made under the name of Hidalgo County are required to be made through the State of Texas travel management services contract by visiting: [www.window.state.tx.us/procurement/prog/stmp/](http://www.window.state.tx.us/procurement/prog/stmp/)

IS A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT? YES / NO	IF YES, EXPLAIN REASON FOR NOT UTILIZING IT? Attach memo if more space needed.
NAME OF CAR RENTAL COMPANY:	
ADDRESS OF CAR RENTAL COMPANY	
<i>Note: Coordination of travel is required for every group of 4 or less</i>	
PHONE NUMBER OF CAR RENTAL COMPANY:	
VEHICLE NO. 1 TYPE:	VEHICLE NO. 2 TYPE:
DAILY CAR RATE:	DAILY CAR RATE:
NUMBER OF DAYS:	NUMBER OF DAYS:
CONFIRMATION NO.:	CONFIRMATION NO.:
VEHICLE NO. 1 - NAMES OF EMPLOYEES TRAVELING:	VEHICLE NO. 2 - NAMES OF EMPLOYEES TRAVELING:
PURCHASE ORDER NO.	GL ACCT NO. 1-1100-414-00-130-001-0-583
TOTAL CHECK AMOUNT FOR CAR RENTAL (Daily Car Rate x No. of Days) . . . . . C.	
\$ -	

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**D. AIRFARE(S)**

Note: Use of a travel agency is discouraged. Refundable fares should be considered if possibility of a trip cancellation exists.

NAME OF AIRLINE COMPANY:	
ADDRESS OF AIRLINE COMPANY:	
PHONE NO. OF AIRLINE COMPANY:	CONFIRMATION NO.:
ROUND TRIP AIRFARE PER PERSON:	
NUMBER OF TRAVELERS:	
GENERAL LEDGER ACCOUNT NUMBER	P.O. NO.
TOTAL CHECK AMOUNT FOR AIRLINE COMPANY . . . . . D.	
\$ -	
SUBTOTAL ( B+C+D) \$ 717.60	

**Melanie Esparza**

**From:** Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]  
**Sent:** Tuesday, September 25, 2012 1:57 PM  
**To:** 'Melanie Esparza'  
**Subject:** FW: Your Reservation Confirmation at Holiday Inn - Confirmation # 67382682

*Thanks,*

*Nielda Cavazos, Administrative Assistant  
Hidalgo County Purchasing Department  
2802 S. Bus Hwy 281  
Edinburg, Texas 78539  
Phone: (956)-292-7000 ext 4853  
Fax: (956) 292-7612  
nielda.cavazos@co.hidalgo.tx.us*

**From:** Holiday Inn [mailto:HolidayInn@reservations.ihg.com]  
**Sent:** Tuesday, September 25, 2012 1:50 PM  
**To:** NIELDA.CAVAZOS@CO.HIDALGO.TX.US  
**Subject:** Your Reservation Confirmation at Holiday Inn - Confirmation # 67382682

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Your Reservation with Holiday Inn  
Your Confirmation Number is 67382682.

Thank you for choosing Holiday Inn. We can't wait for you to experience our refreshing new look and feel. If there's anything we can do for you, please let us know.

**Get Rewarded**

With Priority Club Rewards:

- Earn points at over 4,400 hotels
- Points never expire
- No black out dates

Reservation and Hotel Details

Learn More

Guest Name: JOAQUIN GARCIA  
 Number of Rooms: 1  
 Room Type: 2 DOUBLE BEDS NONSMOKING  
 Rate Type: Office of the Secret  
 Number of Guests: 2 adult(s)  
 Check-In: Tue 27 Nov 2012 03:00 PM  
 Check-Out: Fri 30 Nov 2012 12:00 PM  
 Rate Description: Office of the Secret  
 Smoking Preference: Nonsmoking  
 Cancellation Policy: Canceling your reservation after 6:00 PM (local hotel time) on 27 November, 2012, or failing to show, will result in a charge of 1 night per room to your credit card. Taxes may apply. Failing to call or show before check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.

Join Now

MODIFY RESERVATION

CANCEL RESERVATION

VIEW ALL RESERVATIONS

CUSTOMER CARE

MAKE A RESERVATION

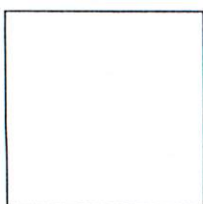
### Local Information

Learn about things to see and do near your hotel.

See What's Nearby

Explore dining options at the hotel and in the nearby area.

See Dining Options



AUSTIN NW-ARBORETUM AREA  
 8901 BUSINESS PARK DRIVE  
 AUSTIN, TX 78759  
 Front Desk: 1-512-343-0888

Room Rate Per Night: Tue 27 Nov 2012 - Fri 30 Nov 2012 \$104.00 (USD)  
 1 room(s)  
 Tax: \$46.80 (USD)  
 Estimated Total Price: \$358.80 (USD)

View Cancellation Policy and Complete Room & Rate Details

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### Driving Directions to Your Hotel

FOLLOW HIGHWAY 71 WEST. TAKE INTERSTATE 35 NORTH. EXIT HIGHWAY 183 NORTH. EXIT LOOP 360 (CAPITAL OF TEXAS HIGHWAY). DO A U-TURN AND FOLLOW ROAD TO THE RIGHT. THE HOLIDAY INN ARBORETUM WILL BE ON THE RIGHT.

View Map and Transportation Options

### Exclusive Deals Updates

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With our Best Price Guarantee, find our best prices or your first night is free.

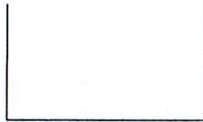
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You are subscribed as NIELDA CAVAZOS@CO HIDALGO TX US

You have received this email as a result of your recent transaction with Holiday Inn

Only the reservation as entered into and confirmed by our system will be honored. Any written or printed confirmation that has been altered may be rejected by the hotel.

As exchange rates may fluctuate from the time a reservation is made until the time of arrival, the confirmed rate is guaranteed in the hotel's base currency.

The privacy and security of your personal information is very important to us. Read our [Privacy Policy](#).

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- \* Additional taxes may apply for hotels booked in Tokyo, Japan that exceeds 10,000JPY/person per stay.
- \* Credit card payments relating to Australian hotels incur a merchant service fee of 1.5% in addition to the total amount payable
- \* Other hotel-specific service charges may also apply
- \* Additional taxes may apply

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### Melanie Esparza

**From:** Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]  
**Sent:** Tuesday, September 25, 2012 1:58 PM  
**To:** 'Melanie Esparza'  
**Subject:** FW: Your Reservation Confirmation at Holiday Inn - Confirmation # 67382685

*Thanks,*

*Nielda Cavazos, Administrative Assistant  
 Hidalgo County Purchasing Department  
 2802 S. Bus Hwy 281  
 Edinburg, Texas 78539  
 Phone: (956)-292-7000 ext 4853  
 Fax: (956) 292-7612  
 nielda.cavazos@co.hidalgo.tx.us*

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**Subject:** Your Reservation Confirmation at Holiday Inn - Confirmation # 67382685



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#### Your Reservation with Holiday Inn

Your Confirmation Number is 67382685.

Thank you for choosing Holiday Inn. We can't wait for you to experience our refreshing new look and feel. If there's anything we can do for you, please let us know.

#### Get Rewarded

With Priority Club Rewards:

- Earn points at over 4,400 hotels
- Points never expire
- No black out dates

[Reservation and Hotel Details](#)

[Learn More](#)

Guest Name: URIEL RAMOS  
 Number of Rooms: 1  
 Room Type: 2 DOUBLE BEDS NONSMOKING  
 Rate Type: Office of the Secret  
 Number of Guests: 2 adult(s)  
 Check-In: Tue 27 Nov 2012 03:00 PM  
 Check-Out: Fri 30 Nov 2012 12:00 PM  
 Rate Description: Office of the Secret  
 Smoking Preference: Nonsmoking  
 Cancellation Policy: Canceling your reservation after 6:00 PM (local hotel time) on 27 November, 2012, or failing to show, will result in a charge of 1 night per room to your credit card. Taxes may apply. Failing to call or show before check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.

Join Now

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CANCEL RESERVATION

VIEW ALL RESERVATIONS

CUSTOMER CARE

MAKE A RESERVATION

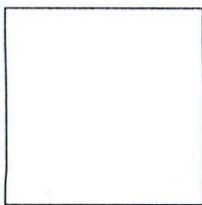
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 AUSTIN, TX 78759  
 Front Desk: 1-512-343-0888

Room Rate Per Night: Tue 27 Nov 2012 - Fri 30 Nov 2012 \$104.00 (USD)  
 1 room(s)  
 Tax: \$46.80 (USD)  
 Estimated Total Price: \$358.80 (USD)

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View Map and Transportation Options

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- \* Credit card payments relating to Australian hotels incur a merchant service fee of 1.5% in addition to the total amount payable.
- \* Other hotel-specific service charges may also apply.
- \* Additional taxes may apply.

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## HIDALGO COUNTY, TEXAS OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

### A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Joaquin Garcia	EMPLOYEE I.D. NO.:	158321	EMPLOYEE TITLE:	IT-Manager
DEPARTMENT:	Elections	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No		
DEPARTURE DATE:	11/27/12	RETURN DATE:	11/30/12		
TIME OF DEPARTURE:	8:00 A.M.	TIME OF RETURN:	7:00 PM		
TO CITY:	Austin	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 11/28/2012	END DATE: 11/30/2012	ACTUAL NO. OF DAYS:	3	
TITLE OF WORKSHOP/CONFERENCE:	24th Annual Election Law Seminar				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicle	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	Yes		
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Isaac Longoria, Uriel Ramos and Adam Luna				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:	24th Annual Election Law Seminar				

### B. ESTIMATED EXPENSES:

**I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)**

Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total
		27-Nov	28-Nov	29-Nov	30-Nov				
Breakfast	\$9.00		\$9.00	\$9.00	\$9.00				\$27.00
Lunch	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00				\$48.00
Dinner	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00				\$72.00
<b>Total</b>	<b>\$39.00</b>	<b>\$30.00</b>	<b>\$39.00</b>	<b>\$39.00</b>	<b>\$39.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$147.00</b>

**Meal per diems must be prorated for 1st day and last day of travel as follows:**

Departure:	Arrival:
Before 8:00 a.m. (breakfast, lunch, & dinner)	Before 8:00 a.m. (breakfast)
8:00 a.m. - 1:00 p.m. (lunch & dinner)	8:00 a.m. - 6:00 p.m. (breakfast & lunch)
After 1:00 p.m. (dinner)	After 6:00 p.m. (breakfast, lunch, & dinner)
\$ 39.00	\$ 9.00
\$ 30.00	\$ 21.00
\$ 18.00	\$ 39.00

**II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):**

Expense type: \_\_\_\_\_ days @ \$ 20.00 \$ -

**III. PERSONAL VEHICLE MILEAGE** \_\_\_\_\_ Miles @ \$ 0.510 (Current Rate) . . . \$ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

**IV. OTHER (Itemize)**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**V. P.O. # ISSUED UNDER EMPLOYEE'S NAME** \_\_\_\_\_ **VI. TOTAL TRAVEL ADVANCE REQUESTED:** \$ 147.00

**FOR THE AMOUNT OF THE TRAVEL ADVANCE:** 223833

**VII. COMMENTS:** \_\_\_\_\_ **VII. GENERAL LEDGER ACCOUNT NUMBER:** 1-1100-414-00-130-001-0-583

### C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

*Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.*

	Yvonne Ramon Yvonne Ramon by A	
EMPLOYEE SIGNATURE	DEPARTMENT OFFICIAL'S NAME (Print Name)	DEPARTMENT OFFICIAL'S APPROVAL (Signature)

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COUNTY AUDITOR  
2012 SEP 27 PM 4:13  
Mapquest



HIDALGO COUNTY, TEXAS
OUT-OF-COUNTY - TRAVEL ADVANCE REQUEST

A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME: Uriel Ramos, EMPLOYEE I.D. NO.: 185701, EMPLOYEE TITLE: Elections Operation Specialist
DEPARTMENT: Elections, DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?: No
DEPARTURE DATE: 11/27/12, RETURN DATE: 11/30/12
TIME OF DEPARTURE: 8:00 A.M., TIME OF RETURN: 7:00 PM
TO CITY: Austin, STATE: Texas
SEMINAR/CONFERENCE/MEETING: START DATE: 11/28/2012, END DATE: 11/30/2012, ACTUAL NO. OF DAYS: 3
TITLE OF WORKSHOP/CONFERENCE: 24th Annual Election Law Seminar
METHOD OF TRAVEL: County Vehicle, IS COORDINATION OF TRAVEL REQUIRED?: Yes
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?: Joaquin Garcia, Isaac Longoria and Adam Luna
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?: Yes, IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?:
PURPOSE/BENEFIT TO HIDALGO COUNTY: 24th Annual Election Law Seminar

B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)
Table with columns: Meals will be prorated for partial days, Meal Rate, MONTH / DAY (27-Nov to 30-Nov), Total.
Total: \$147.00

Meal per diems must be prorated for 1st day and last day of travel as follows:
Departure: Before 8:00 a.m. (breakfast, lunch, & dinner) \$ 39.00, 8:00 a.m. - 1:00 p.m. (lunch & dinner) \$ 30.00, After 1:00 p.m. (dinner) \$ 18.00
Arrival: Before 8:00 a.m. (breakfast) \$ 9.00, 8:00 a.m.- 6:00 p.m. (breakfast & lunch) \$ 21.00, After 6:00 p.m. (breakfast,lunch,&dinner) \$ 39.00

II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):
Expense type: days @ \$ 20.00

III. PERSONAL VEHICLE MILEAGE Miles @ \$ 0.510 (Current Rate)
(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

IV. OTHER (Itemize)

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: 223878 VI. TOTAL TRAVEL ADVANCE REQUESTED: \$ 147.00

VII. COMMENTS: VII. GENERAL LEDGER ACCOUNT NUMBER: 1-1100-414-00-130-001-0-583

C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

EMPLOYEE SIGNATURE: Uriel Ramos
DEPARTMENT OFFICIAL'S NAME (Print Name): Yvonne Ramon
DEPARTMENT OFFICIAL'S APPROVAL (Signature): Yvonne Ramon by AJ

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## HIDALGO COUNTY, TEXAS OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

### A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Isaac Longoria	EMPLOYEE I.D. NO.:	188395	EMPLOYEE TITLE:	GIS Operator Asst.
DEPARTMENT:	Elections	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No		
DEPARTURE DATE:	11/27/12	RETURN DATE:	11/30/12		
TIME OF DEPARTURE:	8:00 A.M.	TIME OF RETURN:	7:00 PM		
TO CITY:	Austin	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 11/28/2012	END DATE: 11/30/2012	ACTUAL NO. OF DAYS:	3	
TITLE OF WORKSHOP/CONFERENCE:	24th Annual Election Law Seminar				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicle	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL.	Yes		
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Joaquin Garcia, Uriel Ramos and Adam Luna				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:	24th Annual Election Law Seminar				

### B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)									
Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total
		27-Nov	28-Nov	29-Nov	30-Nov				
Breakfast	\$9.00		\$9.00	\$9.00	\$9.00				\$27.00
Lunch	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00				\$48.00
Dinner	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00				\$72.00
<b>Total</b>	<b>\$39.00</b>	<b>\$30.00</b>	<b>\$39.00</b>	<b>\$39.00</b>	<b>\$39.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$147.00</b>

**Meal per diems must be prorated for 1st day and last day of travel as follows:**

Departure:		Arrival:	
Before 8:00 a.m. (breakfast, lunch, & dinner)	\$ 39.00	Before 8:00 a.m. (breakfast)	\$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	\$ 30.00	8:00 a.m.- 6:00 p.m. (breakfast & lunch)	\$ 21.00
After 1:00 p.m. (dinner)	\$ 18.00	After 6:00 p.m. (breakfast,lunch,&dinner)	\$ 39.00

**II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):**

Expense type:		days @ \$	20.00	\$
---------------	--	-----------	-------	----

**III. PERSONAL VEHICLE MILEAGE** \_\_\_\_\_ Miles @ \$ 0.510 (Current Rate) . . . . \$

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

**IV. OTHER (Itemize)**

	\$
	\$

V. P.O. # ISSUED UNDER EMPLOYEE'S NAME FOR THE AMOUNT OF THE TRAVEL ADVANCE: <u>223876</u>	VI. TOTAL TRAVEL ADVANCE REQUESTED: \$ <b>147.00</b>
--	--

VII. COMMENTS:	VII. GENERAL LEDGER ACCOUNT NUMBER: 1-1100-414-00-130-001-0-583
----------------	---

### C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.

<i>Isaac Longoria</i> EMPLOYEE SIGNATURE	<i>Yvonne Ramon</i> DEPARTMENT OFFICIAL'S NAME (Print Name)	<i>Yvonne Ramon by AV</i> DEPARTMENT OFFICIAL'S APPROVAL (Signature)
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2012 SEP 27 PM 1:43  
COUNTY AUDITOR  
RECEIVED BY



## HIDALGO COUNTY, TEXAS OUT-OF-COUNTY – TRAVEL ADVANCE REQUEST

### A. TRIP AND TRAVELER INFORMATION

EMPLOYEE NAME:	Adam Luna	EMPLOYEE I.D. NO.:	161454	EMPLOYEE TITLE:	VR Specialist
DEPARTMENT:	Elections	DO YOU HAVE AN OUSTANDING TRAVEL ADVANCE?	No		
DEPARTURE DATE:	11/27/12	RETURN DATE:	11/30/12		
TIME OF DEPARTURE:	8:00 A.M.	TIME OF RETURN:	7:00 PM		
TO CITY:	Austin	STATE:	Texas		
SEMINAR/CONFERENCE/MEETING:	START DATE: 11/28/2012	END DATE: 11/30/2012	ACTUAL NO. OF DAYS:	3	
TITLE OF WORKSHOP/CONFERENCE:	24th Annual Election Law Seminar				
METHOD OF TRAVEL (AIR TRAVEL/ PERSONAL VEHICLE/ COUNTY VEHICLE/ CAR RENTAL):	County Vehicle	IS COORDINATION OF TRAVEL REQUIRED? IF NO, ATTACH WRITTEN EXPLANATION FROM THE COUNTY OFFICIAL:	Yes		
LIST NAMES OF COUNTY EMPLOYEES TRAVELING WITH YOU IN THE COUNTY VEHICLE, CAR RENTAL, OR PERSONAL VEHICLE?	Joaquin Garcia, Isaac Longoria and Uriel Ramos				
DO YOU HAVE A COUNTY VEHICLE ASSIGNED TO YOUR DEPARTMENT?	Yes	IF YES, EXPLAIN REASON FOR NOT UTILIZING COUNTY VEHICLE?			
PURPOSE/BENEFIT TO HIDALGO COUNTY:	24th Annual Election Law Seminar				

### B. ESTIMATED EXPENSES:

I. MEALS: (Meals for one-day travel not requiring an overnight stay will not be advanced)									
Meals will be prorated for partial days	Meal Rate	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	Total
		27-Nov	28-Nov	29-Nov	30-Nov				
Breakfast	\$9.00		\$9.00	\$9.00	\$9.00				\$27.00
Lunch	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00				\$48.00
Dinner	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00				\$72.00
<b>Total</b>	<b>\$39.00</b>	<b>\$30.00</b>	<b>\$39.00</b>	<b>\$39.00</b>	<b>\$39.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$147.00</b>

**Meal per diems must be prorated for 1st day and last day of travel as follows:**

Departure:	Arrival:
Before 8:00 a.m. (breakfast, lunch, & dinner)	Before 8:00 a.m. (breakfast)
\$ 39.00	\$ 9.00
8:00 a.m. - 1:00 p.m. (lunch & dinner)	8:00 a.m.- 6:00 p.m. (breakfast & lunch)
\$ 30.00	\$ 21.00
After 1:00 p.m. (dinner)	After 6:00 p.m. (breakfast,lunch,&dinner)
\$ 18.00	\$ 39.00

**II. INCIDENTAL EXPENSES (taxi fare, shuttle fare, gas charges for car rentals, airport and hotel parking):**

Expense type: \_\_\_\_\_ days @ \$ 20.00 \$ -

**III. PERSONAL VEHICLE MILEAGE** \_\_\_\_\_ Miles @ \$ 0.510 (Current Rate) . . . \$ -

(Note: Mileage may be advanced calculated on a point-to-point basis using "Mapquest" at the current county adopted rate per highway mile. Incidental mileage will not be advanced. In addition, "Coordination of Travel" may apply (see Section 7 of the Travel Policies, Guidelines, and Procedures). When traveling out of state, if the most economical means of travel is driving, traveler must supply documentation to support the price of the airfare at the time of travel.

**IV. OTHER (Itemize)**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

**V. P.O. # ISSUED UNDER EMPLOYEE'S NAME** 223879 **VI. TOTAL TRAVEL ADVANCE REQUESTED:** \$ 147.00

**VII. COMMENTS:** \_\_\_\_\_ **VII. GENERAL LEDGER ACCOUNT NUMBER:** 1-1100-414-00-130-001-0-583

### C. CERTIFICATION AND AUTHORIZATION TO PAYROLL DEDUCTIONS

I hereby certify that information provided on this form is true and estimated expenditures are reasonable and necessary. The funds will be used by me for the specific trip listed above and not given to or used by another county employee. If my trip is cancelled, I will immediately return the travel advance funds to the County Treasurer no later than 20 calendar days after the seminar/conference/ meeting end date by submitting a Final Travel Expense Claim. In addition, I agree to account for all travel expenditures including the travel advance by submitting a Final Travel Expense Claim, accompanied by required original supporting documentation, no later than 20 days after my seminar/conference/meeting end date. Any unused funds will also be returned to the County Treasurer's Office no later than 20 days after my seminar/conference/meeting end date.

*Should I fail to submit a Final Travel Expense Claim, I understand that I will not be allowed to obtain another travel advance until the pending travel advance is settled. In addition, I agree to repay Hidalgo County and further consent to payroll deductions by the County Treasurer to recover the pending travel advance amount.*

 EMPLOYEE SIGNATURE	Yvonne Ramon DEPARTMENT OFFICIAL'S NAME <small>(Print Name)</small>	Yvonne Ramon by AJ DEPARTMENT OFFICIAL'S APPROVAL (Signature)
------------------------	---	--

RECEIVED BY  
 COUNTY AUDITOR  
 2012 SEP 27 PM 1:13

AI-34464

Comm. Court Executive Office 6. D.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo,  
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Pursuant to the Hidalgo County fuel policy, requesting approval to reimburse Martin Ramirez for the purchase of fuel in the amount of 92.95 for county vehicle with authority for the County Treasurer's Office to issue payment/check after the Auditor's Office processing procedures are completed.

**BACKGROUND**

Employee forgot to take fuel card while traveling on county business.  
Acct. 2-1100-413-00-125-001-0-626

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1100-413-00-125-001-0-626

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 9/27/12.

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**Attachments**

receipts

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 08:04 AM
Erika Zamora	Erika Zamora	09/27/2012 03:11 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/26/2012
	Final Approval Date: 09/28/2012	

HIDALGO COUNTY AUDITOR'S OFFICE  
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, RAMIREZ, MARTIN, do hereby state that the item(s) listed on the invoice(s) named below  
PURCHASER'S NAME  
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	9/14/12	\$42.95	VALERO CORNER STORE
	9/12/12	\$50.00	VALERO CORNER STORE

TOTAL \$92.95

I further state that I was authorized to make such a purchase(s).  
I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me

SIGNATURE: Martin Ramirez

TITLE: ENVIRONMENTAL COMPLIANCE COORDINATOR  
PERSON MAKING PURCHASE

Before me Monica Badillo, a Notary Public, appeared Martin Ramirez and on his oath depose and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S further stated he / s requested payment of the same.



Monica Badillo  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: \_\_\_\_\_ DEPARTMENT HEAD

APPROVAL: \_\_\_\_\_ COUNTY AUDITOR

THANK YOU-COME AGAIN  
TO VALERO  
CORNER STORE  
CornerStore4U.com

WELCOME  
TO VALERO  
CORNER STORE  
CornerStore4U.com

TP48644094-001  
VALERO 1027  
5239 RIGSBY  
SAN ANTONIO TX 7822

DATE 09/14/12  
TIME 1:32 PM  
AUTH# 163403

VALERO CRD

PUMP PRODUCT PPG  
16 UNLD \$3.549

GALLONS FUEL TOTAL  
12.103 \$42.95

THANK YOU  
HAVE A NICE DAY

TP48645744-001 VALERO 1445  
110 W SLAUGHTER LN  
AUSTIN TX 78

Descr.	qty	amount
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<CUSTOMER COPY>  
PREPAY CA #03

50.00

Subtotal 50.00

Tax 0.00

**TOTAL 50.00**

CREDIT \$ 50.00

CARD TYPE: VALERO CRD

CARD NAME:

ACCT NUMBER: XXXXXXXXXXXX2334 SUB 1003

TRANS TYPE: SALE

APPROVAL: 413729

INVOICE: 222996

AMOUNT: 50.00

APPROVED 413729

\*\*\*\*\*

Diesel Fuel Contains  
Up To 5% Biodiesel  
Or Renewable Diesel

ST# 1445 TILL XXXX DR# 1 TRAN# 1017945

CSH: 8

09/14/12 10:01:15

INVOICE RECEIVED BY:

Law T. ON 9/20/12  
GOODS/SERVICES RECEIVED BY:  
Monica ON 9/20/12  
2-1100-413-00-125-001-0-626



AI-34506

Comm. Court Executive Office 6. E.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo,  
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Facilities Management:

Approval of application/water tap work order to obtain water meter for the Modular Building Project with authority for County Treasurer to issue payment in the amount of \$ 2,110.00 to the City of Edinburg after review and auditing procedures are completed by County Auditor

**BACKGROUND**

Req #223898; Acct #2-1342-40-220-048-0-720

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1342-419-40-220-048-0-720

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Requisition #223898

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**Attachments**

application for water meter

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/28/2012 08:01 AM
Olga Garza	Olga Garza	09/28/2012 08:22 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012 05:27 PM
	Final Approval Date: 09/28/2012	

# COPY

Req. # 223898 Fund 1342

### CITY OF EDINBURG - WATER DEPARTMENT

### WATER TAP WORK ORDER

#### FOR OFFICE USE ONLY

Work Order No.: 12- 0566

Water Account No.: \_\_\_\_\_

#### SECTION I. TO BE FILLED IN BY CUSTOMER

Date: 9/27/2012 Telephone: 956-289-7850

Name: County of Hidalgo

Service Address: 100 N. Closter Blvd

Lot: 1-24 Blk: 231/232 Subd/Acre: Original Townsite

Check: Inside City:  Outside City: \_\_\_\_\_

Type of Construction: New:  Rehab: \_\_\_\_\_

Billing address: Hidalgo County

2810 So. Bus. Hwy 281

Edinburg, TX 78539

Meter Size\* : 2" Other: \_\_\_\_\_

#### Estimated Time

2 to 3 weeks Need by 15 Oct please

Owner \_\_\_\_\_  
Contractor \_\_\_\_\_  
Other \_\_\_\_\_

ALL METERS SHALL BE PLACED AT A LOCATION NEAREST TO THE EXISTING SERVICE LINE

Taps that will require a 3" or larger meter will be based on actual cost of materials and labor performed.

Tap Requested by: X Rick Sunday  
*Facilities Mgt. Dept.*  
Signature

#### SECTION II. OFFICE USE ONLY

DATE OF WORK: \_\_\_\_\_

INSTALL METER: YES \_\_\_\_\_ NO \_\_\_\_\_

METER NO: \_\_\_\_\_ READING: \_\_\_\_\_ DIAL: \_\_\_\_\_

METER LOCATION: \_\_\_\_\_

SPECIAL INSTRUCTIONS: \_\_\_\_\_

RECEIPT NO.: \_\_\_\_\_

DEPOSIT AMOUNT: \$ \_\_\_\_\_

WATER TAP FEE: \$ \_\_\_\_\_

OTHER FEES: \$ \_\_\_\_\_

TOTAL: **COPY** \$ \_\_\_\_\_

CASHIER: \_\_\_\_\_ DATE: \_\_\_\_\_

SET UP DATE \_\_\_\_\_ CASHIER \_\_\_\_\_

#### SECTION III. LEAVE BLANK. OFFICE USE ONLY

Material Used: \_\_\_\_\_ COST \_\_\_\_\_

\_\_\_\_\_ COST \_\_\_\_\_

\_\_\_\_\_ COST \_\_\_\_\_

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#### EQUIPMENT

\_\_\_\_\_ COST \_\_\_\_\_

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#### SECTION IV. A/R BILLING USE ONLY

TOTAL ACTUAL COST: \_\_\_\_\_

LESS ESTIMATED TAP FEE: < \_\_\_\_\_ >

REFUND DUE TO CUSTOMER: \$ \_\_\_\_\_

BALANCE DUE FROM CUSTOMER: \$ \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

PROCESSED BY \_\_\_\_\_ BILLING DATE \_\_\_\_\_

\* ALL METER SIZES SHALL REQUIRE PRIOR APPROVAL BY THE UTILITIES DEPARTMENT. FINAL METER SIZE DETERMINATION WILL BE MADE BY THE CITY AND SHALL BE BASED ON CONSUMPTION STANDARDS.



# THE CITY OF EDINBURG

## WATER TAP FEES

A schedule for water meter tap fees and associated costs and service deposits shall be reviewed and approved by the City Manager semi-annually on a cost basis on October 1 and April 1. Customers will be billed a one-time water tap fee as follow:

**AS APPROVED BY CC ON 09/16/08**

INSIDE CITY LIMITS			
Meter Size (Inches)	Tap Fee (1)	Actual Service Deposit	Total Amount Paid
½ x ¾	\$325	\$100	\$425
1	\$485	\$110	\$595
1½	\$950	\$150	\$1,100
2 Turbo	\$1,235	\$200	\$1,435
2 Comp.	\$2,110	\$225	\$2,335
3 Turbo	\$2,815 (2)	\$225	\$3,040
3 Comp.	\$3,550 (2)	\$300	\$3,850
4 Turbo	\$3,865 (2)	\$350	\$4,215
4 Comp.	\$5,255 (2)	\$415	\$5,670
6 Turbo	\$5,000 (2)	\$550	\$5,550
6 Comp.	\$7,470 (2)	\$775	\$8,245

(1) Cost of street crossing shall be charged in addition to the tap fee.

(2) Estimated fee; final cost shall be based on actual cost of the materials and labor.

OUTSIDE CITY LIMITS (X 1.25)			
Meter Size (Inches)	Tap Fee (1)	Actual Service Deposit	Total Amount Paid
½ x ¾	\$406.25	\$125.00	\$531.25
1	\$606.25	\$137.50	\$743.75
1½	\$1,187.50	\$187.50	\$1,375.00
2 Turbo	\$1,543.75	\$250.00	\$1,793.75
2 Comp.	\$2,637.50	\$281.25	\$2,918.75
3 Turbo	\$3,518.75 (2)	\$281.25	\$3,800.00
3 Comp.	\$4,437.50 (2)	\$375.00	\$4,812.50
4 Turbo	\$4,831.25 (2)	\$437.50	\$5,268.75
4 Comp.	\$6,568.75 (2)	\$518.75	\$7,087.50
6 Turbo	\$6,250.00 (2)	\$687.50	\$6,937.50
6 Comp.	\$9,337.50 (2)	\$968.75	\$10,306.25

(1) Cost of street crossing shall be charged in addition to the tap fee.

(2) Estimated fee; final cost shall be based on actual cost of the materials and labor.



AI-34493

Constables 7. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: as per Victor Garcia, Const. 5

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Constable Pct. #5:

Discussion, consideration, and approval to appoint Jose Joaquin Lopez as Deputy Constable by Constable Daniel Marichalar, Constable Precinct 5 in accordance with Texas Local Government Code Section 86.011.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1100-421-00-295-001-0-XXX

**FUNDS AVAILABLE Y/N?:** YES

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No budgetary impact. Funds are allocated in corresponding position/ slot (No. 0002).

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**Attachments**

**Constable Code**

**Form Review**

<b><u>Inbox</u></b>	<b><u>Reviewed By</u></b>	<b><u>Date</u></b>
Budget & Management	Merlen P. Munoz	09/27/2012 03:25 PM
Rosalinda Cantu	Rosie Cantu	09/28/2012 08:23 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012
	Final Approval Date: 09/28/2012	

## LOCAL GOVERNMENT CODE

## TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

## SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

## CHAPTER 86. CONSTABLE

## SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than \$500 or more than \$1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole

amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. [1094](#), Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to

removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998.

Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999;

Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. [954](#), Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

#### SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the

deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may

act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of \$2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

#### SUBCHAPTER C. POWERS AND DUTIES

Sec. 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process

throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, Sec. 1, eff. Jan. 1, 1998.

Sec. 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed \$10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are

liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal. This section does not apply to actions brought under or that could have been brought under Chapter 34, Civil Practice and Remedies Code.

(b) The fine shall be set at not less than \$10 or more than \$100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. [421](#), Sec. 6, eff. September 1, 2007.

Sec. 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-34297

Sheriff's Office 8. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Maria Del Rosario Gonzalez,  
SHERIFF DEPT.

Department: SHERIFF DEPT.

**Information**

**CAPTION**

Sheriff's Office OCDETF - (1284):

1. Approval of overtime program agreement (Investigation Number SW-TXS-0861) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo County Sheriff's Office in the amount of \$14,000.00.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF agreement.
3. Approval of appropriation of funds in the amount of \$14,000.00.

**BACKGROUND**

Funding is for the period of 10/1/12 to 9/30/13.

**Fiscal Impact**

**FISCAL YEAR:** 2013

**ACCT. #:** 2-1284-421-00-280-064-3-131

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Appropriation of funds in the total amount of \$14,000.00 for Organized Crime Drug Enforcement Task Forces (OCDETF) - SW-TXS-0861.

Funding is for the period of 10/1/12 to 9/30/13.

Revenue account # 2-1284-331-12-280-064-3-000 - OCDETF

Note: Expenses relating to the fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account No. 2-1100-421-00-280-001-0-XXX)

**Attachments**

**OCDETF OT RENEWAL 2013**

**BA**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Emilia Uriegas	Emilia Uriegas	09/18/2012 04:30 PM
Budget & Management	Merlen P. Munoz	09/19/2012 09:15 AM
Manuel Chapa	Manuel Chapa	09/21/2012 02:15 PM
Rosalinda Cantu	Rosie Cantu	09/26/2012 09:18 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Maria Del Rosario Gonzalez		Started On: 09/17/2012 04:06 PM

Final Approval Date: 09/28/2012

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**Agreement**  
**FOR THE USE OF THE STATE AND LOCAL**  
**OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

Federal Tax Identification #: 74-6000717

DC#: \_\_\_\_\_

Amount Requested:

\$ 14,000.00

Number of Officers Listed: 1

From: 10/01/12

Beginning Date of Agreement

To: 09/30/13

Ending Date of Agreement

OCDETF Investigation / Strategic Initiative  
Number: SW-TXS-0861

Federal Agency Investigation  
Number: M5-11-0144

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office

711 El Cibolo Road

Edinburg, Texas 78540

State or Local Agency

Narcotics Supervisor: Sheriff Guadalupe Trevino

Telephone Number: 956/383-8114

E-mail Address: Sheriff.trevino@hidalgo.org

Fax # (if applicable): 956/393-6179

Sponsoring Federal Agency  
Group/Squad Supervisor: GS Rudy Maldonado

Telephone Number: 956/992-8427

E-mail Address: Rudy.maldonado@usdoj.gov

Sponsoring Federal Agency(ies):

DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Hector Sandoval, Grant Accountant

Telephone Number: 956/318-2511 Ext. 4674

E-mail Address: hector.sandoval@auditor.co.hidalgo.tx.us

Fax # (if applicable): 956/318-2577

Agreement (FY13), Page 1

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.
2. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a monthly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.


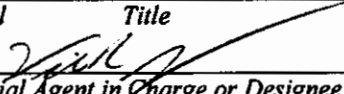
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives must work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

**MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5<sup>th</sup>) BUSINESS DAY OF THE CURRENT MONTH.**

Approved By:	 <b>Guadalupe "Lupe" Trevino</b> <b>Sheriff</b>	<u>9-17-12</u> <i>Date</i>
	<i>Authorized State or Local Official</i> <i>Title</i>	
Approved By:	 <b>Will R. Glaspy, ASAC</b>	<u>9-17-12</u> <i>Date</i>
	<i>Sponsoring Federal Agency Special Agent in Charge or Designee</i>	
Approved By:		<i>Date</i>
	<i>Sponsoring Agency Regional OCDETF Coordinator</i>	
Approved By:		<i>Date</i>
	<i>Assistant United States Attorney Regional OCDETF Coordinator</i>	

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified:		<i>Date</i>
	<i>OCDETF Executive Office</i>	
Approving Official:		<i>Date</i>
	<i>OCDETF Executive Office</i>	

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES**  
**STATE OR LOCAL LAW ENFORCEMENT OFFICERS**  
**ASSIGNED TO PARTICIPATE IN THE STATE AND**  
**LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC**  
**INITIATIVE PROGRAMS**

State or Local Agency: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0861

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Jorge E. Alvarez	Senior Deputy I	07-09-1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

# **Addendum A**

**Definition of "Full-Time Participation" Exemption**

**Any Other Exceptions or Justifications**

# **Addendum B**

## **Identification of Additional Policy Requirements**

**ACH VENDOR/MISCELLANEOUS PAYMENT  
ENROLLMENT FORM**

**PAYEE/COMPANY INFORMATION** (Include State and Local Agency name as written on Agreement cover sheet)

Name: Hidalgo County Sheriff's Office	
Address: 100 E. Cano, 3 <sup>rd</sup> Floor, Edinburg, Texas 78539	
Taxpayer ID Number: 746000717	
Contact Person Name: Norma G. Garcia	Telephone Number: 956/318-2506

**FINANCIAL INSTITUTION INFORMATION**

Bank Name: First National Bank
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number: 14009463
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <https://www.ipp.gov/>



**DATE:** September 18, 2012  
**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino  
**DEPARTMENT NAME:** OCDETF Overtime  
**ACCOUNT NUMBER:** 2-1284-421-00-280-064-3-131

**SUBJECT:** **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
2-1284-421-00-280-064-3-131	Overtime Pay	14,000.00

	<b>TOTAL APPROPRIATIONS</b>	<u><u>14,000.00</u></u>
2-1284-331-12-280-064-3-000	Organized Crime Drug Enforcement Task Force (OCDETF)	<u>14,000.00</u>
	<b>TOTAL REVENUES</b>	<u><u>14,000.00</u></u>

**REASON:** **To appropriate budget for the overtime hours for officer assigned to OCDETF investigations (Number SW-TXS-0861)**

**Funding period is October 1, 2012 to September 30, 2013.**

**Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #2-1100-421-00-280-001-0-XXX).**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

/ /  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-34480

Health & Human Services Dept. 9. B.

CC REGULAR

**Meeting Date:** 10/01/2012

**Submitted For:** Eddie Olivarez      **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

**Department:** HEALTH & HUMAN SERVICES DEPT.

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**Information**

**CAPTION**

Discussion, consideration and action on Interlocal Cooperation Agreement between the County of Hidalgo and The University of Texas Health Science Center at San Antonio.

**BACKGROUND**

Steve Crain, Legal Counsel working on ICA

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 08:12 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Angela Garcia		Started On: 09/27/2012 08:08 AM
	Final Approval Date: 09/28/2012	

AI-34286

Health & Human Services Dept. 9. C.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Eddie Olivarez

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

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**Information**

**CAPTION**

Approval of Proclamation proclaiming the first week of October as Border Binational Health Week.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1293-441-00-340-054-2-xxx

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

DSHS Border Binational Health Week grant funding.

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**Attachments**

**Proclamation**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/17/2012 01:12 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Mike Escaname		Started On: 09/17/2012 11:36 AM
	Final Approval Date: 09/28/2012	

Hidalgo County Commissioners Court  
Border Binational Health Week 2012  
Proclamation

**WHEREAS**, the first week of October of every year is Border Binational Health Week;  
and

**WHEREAS**, Border Binational Health Week's goal is to promote sustainable partnerships to address border health problems. Border Binational Health Week's intended outcomes include increased community and inter-agency networking relationships, increased information sharing and educational opportunities, and increased awareness of binational health councils.

**WHEREAS**, public health issues and events do not have a sense of boundaries; and

**WHEREAS**, the HIDA-REY Binational Health Council was created to strengthen binational partnerships, tackle binational public health issues, and promote public health awareness; and

**WHEREAS**, the HIDA-REY Binational Health Council represents partnerships between Hidalgo County and Reynosa agencies and organizations, and will be hosting activities simultaneously at the binational level to raise public awareness of diseases and public health issues currently being experienced in Hidalgo County and Reynosa; and

**WHEREAS**, the goal of the Border Binational Health Week HIDA-REY activities is to enhance binational public health awareness by educating local graduate and college students through the 2<sup>nd</sup> Annual HIDA-REY Public Health Conference on October 4, 2012 at Texas A&M-Health Science Center, School of Rural Public Health - McAllen and to teach children attending the 43 Hidalgo County Head Start Program Centers about the importance of living a healthy lifestyle.

**NOW, THEREFORE**, the Hidalgo County Commissioners Court does hereby PROCLAIM, that the first week of October is Border Binational Health Week in Hidalgo County.

**IN WITNESS WHEREOF**, I have here unto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 2<sup>nd</sup> day of October, 2012.

---

Ramon Garcia  
County Judge

---

Joel Quintanilla  
County Commissioner, Pct. 1

---

Hector "Tito" Palacios  
County Commissioner, Pct. 2

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Joe M. Flores  
County Commissioner, Pct. 3

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Joseph Palacios  
County Commissioner, Pct. 4

AI-34491

Fire Marshal's Office 10. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Approval of Amendment to ICA with City of Edinburg to assist with fire protection services.

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 02:26 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012 02:15 PM
	Final Approval Date: 09/28/2012	

AI-34349

HIDTA - Task Force 11. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Rene Guerra, Criminal District Attorney Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Authorization to purchase wireless service through the County's membership/participation with Contract DIR-SDD-1779 (Requisition#223334 for three (3) months) with awarded vendor VERIZON WIRELESS for the following:

QTY	DESCRIPTION	DEPT.	EMP. NO.	SERVICE TOTAL	EQUIPMENT TOTAL
1	Cell Phone	HIDTA	088994	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	121193	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	153818	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	087319	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	037524	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	060135	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	179876	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	175145	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	149098	Americas Choice II 1000 Share - 11,000 min. \$54.99 +\$5.00 taxes & fees=\$59.99 monthly	0.00
1	Cell Phone	HIDTA	043354	Americas Choice II 1000 Share - 11,000 min. \$74.98+\$5.00 taxes & fees=\$79.98/mo. With Broadband Access \$37.99+\$5.00 taxes & fees=\$42.99 mo. Total monthly cost	0.00

				\$122.97	
1	Cell Phone	HIDTA	072192	Americas Choice II 1000 Share - 11,000 min. \$74.98+\$5.00 taxes & fees=\$79.98/mo. With Broadband Access \$37.99+\$5.00 taxes & fees=\$42.99 mo. Total monthly cost \$122.97	0.00
1	Cell Phone	HIDTA/DA	006467	Broadband Access \$37.99+\$5.00 taxes & fees=\$42.99 mo.	0.00
1	Cell Phone	HIDTA	Office Use	Broadband Access \$37.99+\$5.00 taxes & fees=\$42.99 mo.	0.00

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1254-412-00-270-014-0-532

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available as of 09/27/12, refer to Req # 00223334.

**Attachments**

Verizon 2012 Contract  
Requisition

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/19/2012 04:32 PM
Sylvia Solis	Sylvia Solis	09/27/2012 01:31 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Nelda Olivarez		Started On: 09/19/2012 03:33 PM
	Final Approval Date: 09/28/2012	



**DIR Contract No. DIR-SDD-1779  
Verizon Wireless Customer Agreement**

This agreement is dated September 12, 2012 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Hidalgo County HIDTA Drug Task Force ("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR") and Verizon Wireless, DIR Contract No. DIR-SDD-1779 (the "DIR Agreement") with an effective date of March 21, 2012 and as amended.

This Customer Agreement shall be governed by the terms and conditions of the DIR Agreement dated March 21, 2012. A copy of the DIR Agreement is incorporated herein by reference and is available online at [http://www.dir.texas.gov/DIR\\_Contracts/DIR-SDD-1779.pdf](http://www.dir.texas.gov/DIR_Contracts/DIR-SDD-1779.pdf) or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: Existing Vendor Customer Account Number(s): **0323095655**

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: Donnie Avina and Wireless Phone Number: 9563421983 and GID: TUSTK

Verizon Wireless Profile ID(s): 2704581

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 12<sup>th</sup> day of September, 2012

<b>Customer Name:</b>	<b>Verizon Wireless</b>
<b>Authorized Signature</b>	<b>Authorized Signature</b>
<b>Printed Name:</b>	<b>Printed Name:</b> Otto Hernandez
<b>Title:</b>	<b>Title:</b> Assoc. Director
<b>Date:</b>	<b>Date:</b>

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

Wireless Proposal For Hidalgo County - HIDTA Drug Task Force Date: 9/12/2012

Rate Plan:	Line Count	Discounted Monthly Access	Unlimited Minutes (Y/N)	Included Minutes	Included Text	Data Usage	Overage	Monthly Cost	Yearly Cost
AMERICAS CHOICE II 1000 SHARE UNL IN NW+200 Txt/pix/flix 7050 0408	9	\$54.99	N	9,000	10 (Txt/Pix/Fli	0	\$0.25	\$494.91	\$5,938.92
AMERICAS CHOICE II 1000 SHARE EMAIL & DATA+N&W+ TXT+IN UNL (Must Add Unl Text Code	2	\$74.98	N	2,000	Unlimited	0	\$0.25	\$149.96	\$1,799.52
		\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00
HG \$37.99 Unlimited Mobile Broadband Plan (BGSA 666)	4	\$37.99	N	0	0	Unlimited	\$0.00	\$151.96	\$1,823.52
		\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00
		\$0.00	0	0	0	0	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>15</b>	<b>\$167.96</b>		<b>11,000</b>				<b>\$796.83</b>	<b>\$9,561.96</b>

Features	Line Count	Discounted Monthly Access	Monthly Cost	Yearly Cost
<i>Only Discount applies to Features of \$34.99 and higher when combined with rate plans of \$34.99 and higher</i>		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>RATE PLAN &amp; FEATURE ESTIMATED ANNUAL COST</b>				<b>\$9,561.96</b>

Quarterly Device Promotions	Line Count	Cost per Unit	Total
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>

Device	Line Count	Cost per Unit	Total
	2	\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total</b>	<b>2</b>	<b>\$0.00</b>	<b>\$0.00</b>

Accessory - 35% Off	Line Count	Cost per Unit	Discount	Total
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
<b>Total</b>	<b>0</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>EQUIPMENT ESTIMATED COST</b>				<b>\$0.00</b>

INVESTMENT ESTIMATE		Total
Rate Plan & Feature Estimated Annual Cost:		\$9,561.96
Equipment Estimated Cost:		\$0.00
<b>INVESTMENT TOTAL</b>		<b>\$9,561.96</b>

Additional Notes:

\* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

\*\* Equipment pricing and availability is subject to change.

\*\*\* All applicable price plan and feature discounts have already been applied.

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. 01A-100-1375 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the <http://www.dir.state.tx.us/internet> website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal. If your Agency currently has service with Verizon Wireless, Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.


Requisition No 00223334 Vendor VERIZON WIRELESS Owner SLOPEZ  
Po No Address P.O. BOX 660108  
Date Entered 09-19-2012 DALLAS TX 75266-0108  
Status Accounting Error

Line No	Quantity	Description	Unit Price	Payment Amount
1	3	AMERICAS CHOICE II 1000 SHARE 9,000 MIN. \$54.99+\$5.00 (TAXE	539.9100	1,619.73
2	3	AMERICAS CHOICE II 1000 SHARE 2,000 MIN. \$74.98 + \$5.00 (TAX	159.9600	479.88
3	3	BROADBAND ACCESS \$42.99 X 4 = \$171.96 (CMDR. & ASST. CM	171.9600	515.88

Total 2,615.49

Account Number	Description	Account Balance	Amount
2-1254-412-00-270-014-0-532	HDTA US JUSTICE-WIRELESS DEVICES	984.51	2,615.49

Forms

 Print capture beginning. Don't move or occlude window until done.

OK Cancel

AI-34352

Urban County 12. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Nancy Hernandez

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

**Information**

**CAPTION**

Requesting authorization to amend the FY 2011 Emergency Solutions Grants Program “ESG” contract with Catholic Charities of the Rio Grande Valley and the Hidalgo County Urban County Program approved on July 5, 2011. Catholic Charities of the Rio Grande Valley was granted funds in the amount of \$56,944.00 for both Homeless Prevention activities and Essential Services. The amendment will increase the original amount by \$113,587.25 for a new contract amount of \$170,531.25. The amendment now includes new activities under Homeless Prevention & Rapid Re-Housing, Housing Relocation & Stabilization Services, Data Collections (HMIS) and Administration.

**BACKGROUND**

The U.S. Department of Housing & Urban Development (HUD) approved the Urban County Program’s Substantial Amendment to the Emergency Solutions Grants Program “ESG” FY 2011 Annual Action Plan on July 27, 2012. The amendment to Catholic Charities of the Rio Grande Valley contract will include the new activities that are now part of the Emergency Solutions Grants Program. The new activities will include the Homeless Prevention & Rapid Re-Housing, Housing Relocation & Stabilization Services, Data Collections (HMIS) and Administration.

Approval is recommended.

Contract Amount awarded:	\$ 56,944.00 (1st Allocation)
Amount Increase:	\$113,587.25 (2nd Allocation) Substantial Amendment
New Contract Amount:	\$170,531.25

**Attachments**

Amendment Catholic Charities

Legal Counsel Review

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/20/2012 08:06 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Mary Flores		Started On: 09/19/2012 04:35 PM
	Final Approval Date: 09/28/2012	

**AMENDMENT TO EXHIBIT "A"  
PERFORMANCE STATEMENT**

**Catholic Charities of the Rio Grande Valley**, having been certified as a non-profit, has been allocated funds under the Emergency Solutions Grants "ESG" Program. The non-profit shall carry out the following activities identified in its ESG Funds Application:

**OPERATIONS UNDER HOUSING**

Catholic Charities of the Rio Grande Valley will utilize ESG Funds for the provision of services to persons/families that are at risk of being homeless and those persons that are homeless. Catholic Charities of the Rio Grande Valley was initially granted funds in the amount of **\$56,944.00** for both Homeless Prevention activities and Essential Services. The subrecipient agreement between Catholic Charities of the Rio Grande Valley and Hidalgo County – Urban County Program was approved on July 5, 2011 and will terminate on June 30, 2013.

The Hidalgo County Urban County Program is requesting that the contract with Catholic Charities of the Rio Grande Valley be increased by **\$113,587.25** to be able to utilize the additional funding from HUD's Emergency Solutions Grants Program 2011 Second allocation. Catholic Charities of the Rio Grande Valley will be utilizing the additional funding on the new activities for Homeless Prevention & Rapid Re-housing, Housing Relocation & Stabilization Services, Data Collections and Administration.

**The new grant amount for Catholic Charities of the Rio Grande Valley will be \$170,531.25.**

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON \_\_\_\_\_ of \_\_\_\_\_, 2012.

**County:**  
**Hidalgo County**

**Non-Profit:**  
**Catholic Charities of the Rio Grande Valley**

\_\_\_\_\_  
Diana R. Serna

\_\_\_\_\_  
Sister Norma Pimentel

\_\_\_\_\_  
Urban County Director

\_\_\_\_\_  
Executive Director

Title

Title

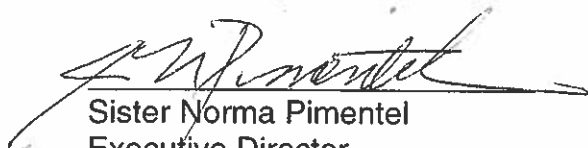
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SECTION XX  
Effective Date

The effective date of this contract shall be the 4<sup>th</sup> day of September, 2012, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the 30<sup>th</sup> day of December, 2013. \*Non-profits funding will be for a period of one and one half (1½ ) years and a two (2) year period for the grantee (UCP). An extension can be granted by the UCP director up to a period of 2 years.

Approved and signed this 17 day of Sept, 2012.

  
Sister Norma Pimentel  
Executive Director

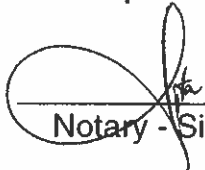
**Subrecipient Firm Name:** Catholic Charities of the Rio Grande Valley  
700 N. Virgen de San Juan Blvd.  
San Juan, TX 78589-3040  
FED I.D.# 68-0599307

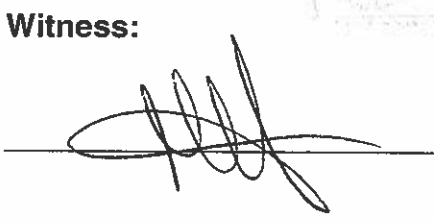
STATE OF TEXAS }  
COUNTY OF HIDALGO }

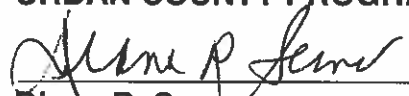
Sister Norma Pimentel, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this 17 day of September, 2012.

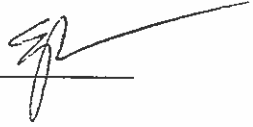


  
Notary - Signature

**Witness:**  


**COUNTY OF HIDALGO  
URBAN COUNTY PROGRAM**  
  
Diana R. Serna  
UCP Executive Director

APPROVED AS TO FORM  
Atlas & Hall, L.L.P.  
By: Steve Crain  
Date: August 16, 2012

Initials: 

AI-34353

Urban County 12. B.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Irene Montoya

Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

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**Information**

**CAPTION**

Requesting to cancel the award of bid for the demolition and reconstruction of an existing structure in the City of San Juan in the amount of \$23,000.00 to Benchmark Construction.

**BACKGROUND**

Due to family refusal to abide by County of Hidalgo Urban County Program's policy regarding liens being placed on assisted properties (to protect against undue enrichment).

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**Attachments**

Approval of contract San Juan

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/20/2012 08:07 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Mary Flores		Started On: 09/19/2012 04:46 PM
	Final Approval Date: 09/28/2012	

# URBAN COUNTY PROGRAM

## Hidalgo County Commissioner's Court Agenda Request Form

No. 31967  
By: Irene

Date: April 13, 2012

Meeting Date Request: May 1, 2012

Deadline for Action: A.S.A.P.

Contact Person: DIANA R. SERNA, DIRECTOR

Department: HOME PROGRAM

Phone: (956) 787-8127 Fax: (956) 787-5291

Diana R. Serna, Urban County Director DRS

### AGENDA:

The Urban County Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide area in the amount of \$46,400.00 to Rigney Construction.
2. (1) Unit in the City of Mercedes, (1) Unit in the City of San Juan and (1) Unit in the City of La Joya in the amount of \$133,420.00 to G & G Contractors
3. (1) Unit in the City of San Juan in the amount of \$23,000.00 to Benchmark Construction.

### STAFF COMMENTS & RECOMMENDATION:

applicants were approved to receive assistance under the HOME Owner-Occupied Rehabilitation Program by the County Commissioners' Court on December 29, 2011, September 20, 2011 & April 12, 2011. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, April 4, 2012.

**APPROVED** Co. Comm. Ct.  
DATE 5-1-12 DRS

\* - Benchmark was the lowest bidder for the Sylvia Perales and Juan & Blanca Lopez projects. However due to contractor submitting incorrect bid amount he is requesting to award this bid to the next lowest bidder. Urban County is recommending this project be awarded to next lowest bidder Rene Garza G & G Contractors who met all County bid submittal requirements. (see attach letter)

Approval is recommended by staff:

Division Director UCP Housing [Signature]

Finance Director [Signature]

Please initial for approval: Legal Council \_\_\_\_\_ Budget \_\_\_\_\_ Human Resources \_\_\_\_\_ Dept./ Fund No: \_\_\_\_\_ Amt. Expended: \$ \_\_\_\_\_ Funds/ Staffing Budgeted: Yes \_\_\_ No \_\_\_ Amount Code: \_\_\_\_\_ Impact on Future Budget: Yes \_\_\_ No

### Comments:

Action Taken by Commissioners' Court: Approved \_\_\_ Tabled \_\_\_ Denied \_\_\_ Motion made by \_\_\_ Vote \_\_\_\_\_

AI-34354

Texas Agri-Life Extension Serv. 14. A.

CC REGULAR

**Meeting Date:** 10/01/2012

**Submitted By:** Nora Linda Cruz, TX.  
AGRILIFE EXT.  
SERVICES

**Department:** TX. AGRILIFE EXT. SERVICES

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**Information**

**CAPTION**

1. Approval of Proclamation proclaiming the week of October 7-13, 2012 as National 4-H Week in Hidalgo County.
2. Presentation of events that will take place during National 4-H Week.

**BACKGROUND**

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**Attachments**

National 4-H Week

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/20/2012 08:09 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Nora Linda Cruz		Started On: 09/19/2012 04:48 PM
	Final Approval Date: 09/28/2012	



# NATIONAL OCTOBER 7-13, 2012 4-H WEEK



**MAKE A LASTING IMPACT.**

CONTINUE TO FOLLOW THE STORY AT [4-H.ORG](http://4-H.ORG)

**JOIN** | THE REVOLUTION   
OF RESPONSIBILITY

4-H IS THE YOUTH DEVELOPMENT PROGRAM OF OUR NATION'S COOPERATIVE EXTENSION SYSTEM.

AI-34427

Head Start 15. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Teresa Flores

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

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**Information**

**CAPTION**

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2012

**BACKGROUND**

Attachment: 45 CFR Chapter XIII, 1304.50(b)(1)-(b)(7), Pages 162 and 163

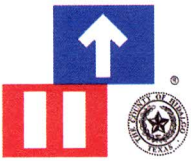
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**Attachments**

**Community Representatives**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/25/2012 02:46 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Linda Galaviz		Started On: 09/25/2012 02:29 PM
	Final Approval Date: 09/28/2012	



## Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court Members

FROM: Teresa Flores, Executive Director *Teresa Flores*

SUBJECT: Community Representatives Appointments

DATE: September 17, 2012

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years"** (By-Laws, **Article 5, Section 6**).

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	1
Joel Quintanilla, Precinct 1	Joe Guzman - Resigned	-
Hector "Tito" Palacios, Precinct 2	Silvestre Rodriguez	1
Joe Flores, Precinct 3	Lupe Gonzalez	2
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	1

Your nomination for the 2012-2013 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

### Source: Policy Council By-Laws

**Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."**

**Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."**

## Program Governance

### Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

**Rationale:** Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

**Guidance:** The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

## Program Governance

### Performance Standard

#### 1304.50(b)(1) — (b)(7)

(continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(continued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-34434

Right of Way 16. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY  
DEPT.

Department: RIGHT OF WAY DEPT.

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**Information**

**CAPTION**

Consideration of the use of Eminent Domain to condemn property on the following Parcels for the FM 681/ FM 2221 Road Project (TXDOT CSJ # 0669-01-052) Parcels # 6,8, and 83. (Pct.3) (A description of such parcels attached as Exhibit A, B, & C)

**BACKGROUND**

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**Attachments**

ED FM 681/2221- Parcels 6,8, 83

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/25/2012 04:39 PM
Olga Garza	Olga Garza	09/28/2012 08:25 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Rebecca Gomez		Started On: 09/25/2012 03:59 PM
	Final Approval Date: 09/28/2012	

# Memo

**From:** GSK

**To:** Joe Peña, Hidalgo County Right-of-Way Director

**Date:** September 24, 2012

**Re:** Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owners	Jesus Maria Pruneda
Project:	FM681/FM2221
Parcel:	6 (legal descriptions attached)
TXDOT CSJ No.:	0862-01-046

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

**EXHIBIT "A"**

**County: Hidalgo**  
**Highway: FM 681 & FM 2221**  
**RCSJ: 0862-01-046**

Parcel 6  
Property Description

A tract of land containing 0.137 acre (5,948 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 12, LA BELLEZA SUBDIVISION**, recorded in Volume 30, Page 178-A, H.C.M.R., and said 0.137 acre (5,948 square feet) also being a part or portion of a 2.336 Acre tract of land deeded to Jesus Maria Pruneda, recorded in Document No. 886161, H.C.D.R., by Chris & Jean Sapp on July 06, 2000, and said 0.137 acre (5,948 square feet) also being more particularly described as follows;

**COMMENCING** on the northwest corner of said Lot 12;

**THENCE** S 08° 53' 22" W (S 08° 50' W), along the west line of said Lot 12, a distance of 377.22 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on a curve of proposed North right-of-way line of said FM 2221, for the northwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1033715.62 and Y=16642967.88. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

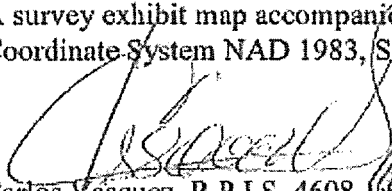
1. **THENCE** along the proposed North right-of-way line of said FM 2221 and said curve to the right with a radius of 8075.00 feet, an interior angle of 00° 42' 34", an arc length of 99.99 feet, a tangent of 49.99 feet and a chord that bears S 81° 40' 39" E, a distance of 99.99 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the east line of said Lot 12, for the northeast corner of this tract;
2. **THENCE** S 08° 53' 48" W (S 08° 50' W), along the East line of said Lot 12, a distance of 59.93 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said FM 2221, being the southeast corner of said Lot 12, for the southeast corner of this tract;

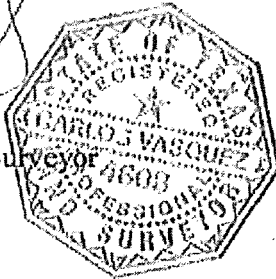
FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)

Page 2 of 3  
July 13, 2009  
Revised May 14, 2010  
Revised August 26, 2010  
Parcel 6

3. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 99.94 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the southwest corner of said Lot 12, for the southwest corner of this tract;
4. **THENCE** N 08° 53' 22" E (N 08° 50' E), along the West line of said Lot 12, a distance of 58.89 feet to the **POINT OF BEGINNING**, containing 0.137 acre (5,948 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
Carlos Vasquez, R.P.L.S. 4608  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009





# Memo

**From:** GSK

**To:** Joe Peña, Hidalgo County Right-of-Way Director

**Date:** September 24, 2012

**Re:** Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owners: Lucio De Anda and Ivon Peralez  
Project: FM681/FM2221  
Parcel: 8 (legal descriptions attached)  
TXDOT CSJ No.: 0862-01-046

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 3)

Page 1 of 3  
July 13, 2009  
Revised May 14, 2010  
Revised August 26, 2010

EXHIBIT <sup>B</sup>"A"

County: Hidalgo  
Highway: FM 681 & FM 2221  
RCSJ: 0862-01-046

Parcel 8  
Property Description

A tract of land containing 0.241 acre (10,487 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 78, BLOCK 1, LA HOMA RANCH II CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.241 acre (10,487 square feet) also being a part or portion of a 0.910 Acre tract of land deeded to Lucio De Anda and Ivon Peralez, recorded in Document No. 1402344, H.C.D.R., by Mario A. & Maria I. Sanchez on November 10, 2004, and said 0.241 acre (10,487 square feet) also being more particularly described as follows;

**COMMENCING** on the east line of said Lot 78 and the northeast corner of said 0.91 Acre Tract;

**THENCE** S 08° 52' 11" W (S 08° 50' W), along the East line of said Lot 78 and the east line of said 0.91 Acre Tract, a distance of 157.65 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northeast corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1034066.25 and Y=16642913.98. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

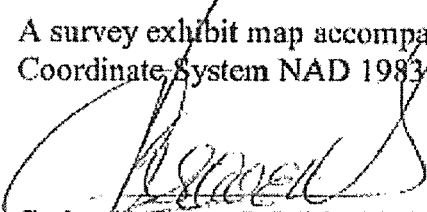
1. **THENCE** S 08° 52' 11" W (S 08° 50' W), continuing along the East line of said Lot 78 and the east line of said 0.91 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said FM 2221, for the southeast corner of this tract;
2. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 149.83 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set on the west line of said 0.91 Acre Tract, for the southwest corner of this tract;

FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 3)

Page 2 of 3  
July 13, 2009  
Revised May 14, 2010  
Revised August 26, 2010  
Parcel 8

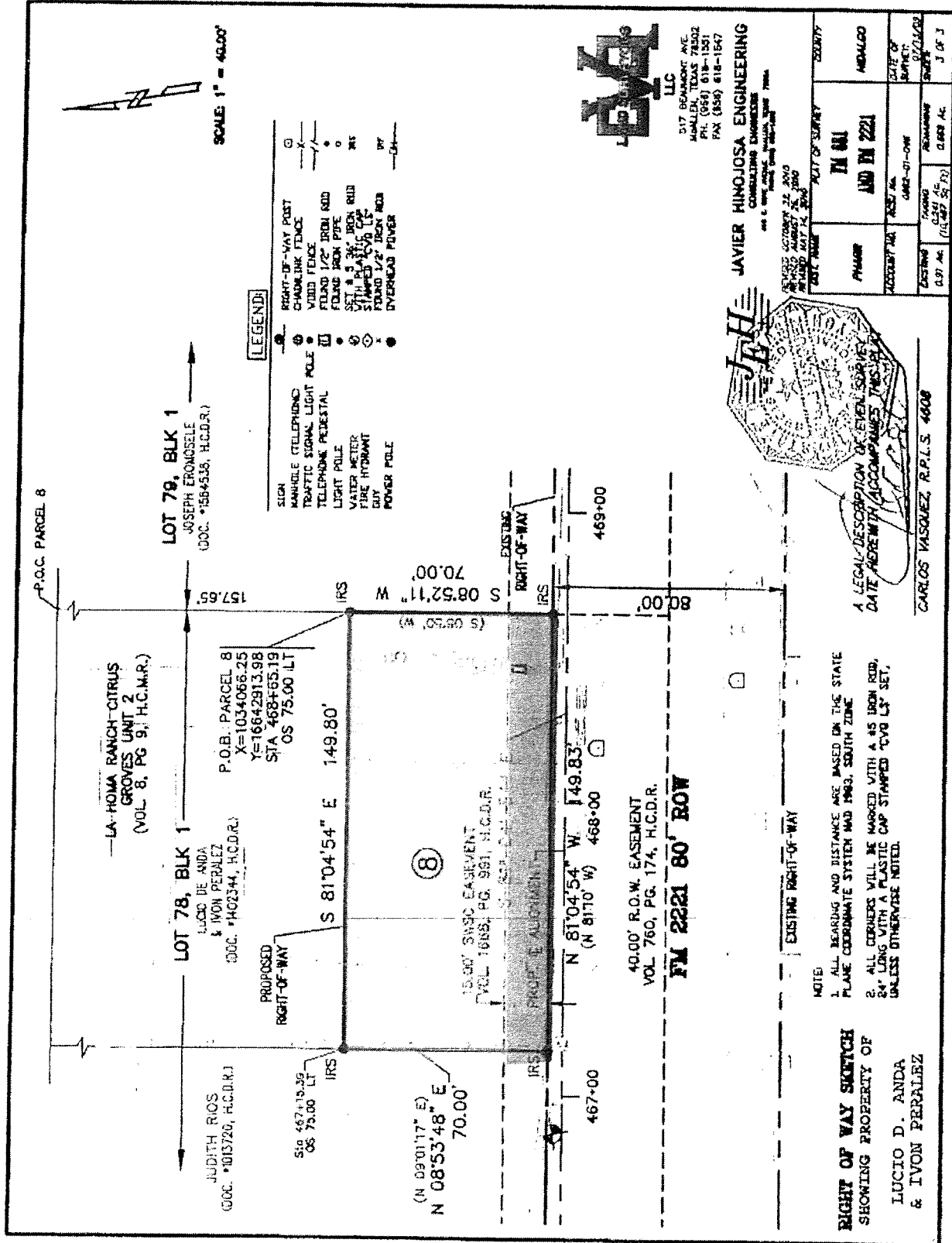
3. THENCE N 08° 53' 48" E (N 9° 01' 17" E), along the West line of said 0.91 Acre Tract, a distance of 70.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of said FM 2221 for the northwest corner of this tract;
4. THENCE S 81° 04' 54" E, along the proposed North right-of-way line of said FM 2221, a distance of 149.80 feet to the POINT OF BEGINNING, containing 0.241 acre (10,487 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
Carlos Vasquez, R.P.L.S. 4608  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009



SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



Yellow Highlighted Area = Part To Be Acquired / Green Highlighted Area = S.W.S.C Easement

# Memo

**From: GSK**

**To: Joe Peña, Hidalgo County Right-of-Way Director**

**Date: September 24, 2012**

**Re: Recommendation for Acquisition by Eminent Domain - Item for Commissioners' Court Agenda**

---

We have received a request from Joe M. Flores, Commissioner for Hidalgo County Precinct Number 3, to initiate condemnation proceedings in connection with the following:

Property Owners	James T. Killelea, Sr. Revocable Living Trust
Project:	FM681/FM2221
Parcel:	83 (legal descriptions attached)
TXDOT CSJ No.:	0862-01-046

Please let me know when we have approval from Hidalgo County Commissioners' Court to proceed as requested.

EXHIBIT "C"

County: Hidalgo  
Highway: FM 681 & FM 2221  
RCSJ: 0862-01-046

Parcel 83  
Property Description

A tract of land containing 0.004 acre (187 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 81, BLOCK 2, LA HOMA RANCH CITRUS GROVES UNIT 2**, recorded in Volume 8, Page 9, H.C.M.R., and said 0.004 acre (187 square feet) also being a part or portion of a 0.121 Acre tract of land deeded to James T. Kallilea, recorded in Document No. 921958, H.C.D.R., by The Secular Franciscan Order – The Fraternity of Our Lady of Guadalupe, Mission, Texas on November 17, 2000, and said 0.004 acre (187 square feet) also being more particularly described as follows;

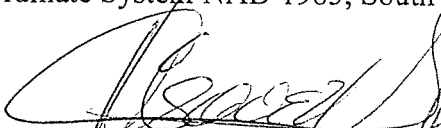
**COMMENCING** on the northwest corner of said .121 Acre Tract;

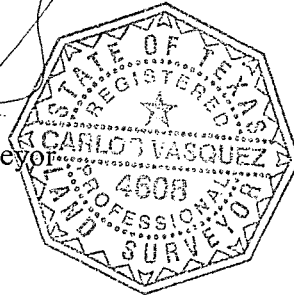
**THENCE** S 08° 53' 06" W (S 08° 50' W), along the west line of said 0.121 Acre Tract, a distance of 569.91 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the proposed North right-of-way line of FM 2221, for the northwest corner of this tract and the **POINT OF BEGINNING**; having surface coordinates of X=1035473.37 and Y=16642669.66. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English units. All distances and coordinates are surface and may be converted to grid by multiplying by a combined scale factor of 0.999960;

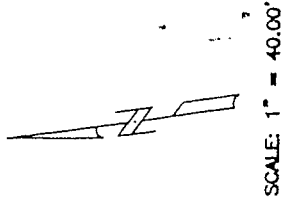
1. **THENCE** along the proposed North right-of-way line of said FM 2221 and said curve to the right with a radius of 8075.00 feet, an interior angle of 00° 01' 42", an arc length of 3.99 feet, a tangent of 2.00 feet and a chord that bears S 76° 43' 12" E, a distance of 3.99 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the east line of said 0.121 acre tract, for the northeast corner of this tract;
2. **THENCE** S 08° 53' 06" W (S 08° 50' W), along the east line of said 0.121 acre tract, a distance of 46.46 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the North right-of-way line of said FM 2221, being the southeast corner of said 0.121 acre tract, for the southeast corner of this tract;

3. **THENCE** N 81° 04' 54" W (N 81° 10' W), along the North right-of-way line of said FM 2221, a distance of 4.00 feet to a #5 iron rod, 24" long with a plastic cap stamped "CVQ LS" set, on the southwest corner of said 0.121 acre tract, for the southwest corner of this tract;
  
4. **THENCE** N 08° 53' 06" E (N 08° 50' E), along the west line of said 0.121 acre tract, a distance of 46.77 to the POINT OF BEGINNING, containing 0.004 acre (187 square feet), more or less.

A survey exhibit map accompanies this description. Bearings are based on the State Plane Coordinate System NAD 1983, South Zone.

  
Carlos Vasquez, R.P.L.S. 4608  
Registered Professional Land Surveyor  
State of Texas No. 4605  
Date: July 13, 2009





LOT 81, BLK 2  
LA HOMA RANCH CITRUS GROVES UNIT 2  
(VOL. 6, PG. 9, H.C.M.R.)

**PROPOSED ALIGNMENT CURVE**  
 PI STA: = 479+99.55  
 DELTA = 4° 33' 34.79" (RT)  
 TAN: = 318.49  
 L: = 636.65  
 R: = 8,000.00  
 PC STA: = 476+81.06  
 PT STA: = 483+17.71

JAMES T. KALLILEA  
 DOCUMENT NO. 921958  
 H.C.D.R.

DONALD J. KALLILEA  
 VOL. 1058, PG. 139  
 H.C.D.R.

P.O.B. PARCEL 83  
 X=1035473.37  
 Y=16642669.66  
 STA 482+88.07  
 OS 75.00 LT

R=8075.00'  
 D=00°01'42"  
 L=3.99'  
 CH=3.99'  
 TAN=2.00'  
 S76°43'12"E

THE SECULAR FRANCISCAN ORDER  
 VOL. 3356, PG. 436, T.C.D.R.

Sta 482+92.04  
 OS 75.00 LT  
 PROPOSED RIGHT-OF-WAY

IRS  
 N 08°53'06" E  
 46.77'  
 N 81°04'54" W  
 4.00'  
 IRS  
 VOL. 1973, PG. 296, H.C.D.R.

PROP. & ALIGNMENT

FM 2221 80' ROW

EXISTING RIGHT-OF-WAY

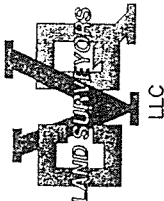
LEGEND:

- SIGN
- MANHOLE (TELEPHONE)
- TRAFFIC SIGNAL LIGHT POLE
- TELEPHONE PEDESTAL
- LIGHT POLE
- WATER METER
- FIRE HYDRANT
- GUY
- POWER POLE
- RIGHT-OF-WAY POST
- CHAINLINK FENCE
- WOOD FENCE
- FOUND 1/2" IRON ROD
- FOUND IRON PIPE
- FOUND IRON ROD
- SET # 5 3/8" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"
- FOUND 1/2" IRON ROD OVERHEAD POWER

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
 JAMES T. KALLILEA

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREMITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608



LLC  
 517 BEAUMONT AVE  
 McALLEN, TEXAS 78502  
 PH. (956) 618-1351  
 FAX (956) 618-1347

**JAVIER HINOJOSA ENGINEERING**  
 CONSULTING ENGINEERS  
 416 E. DOVE AVENUE McALLEN, TEXAS 78504  
 PHONE (956) 668-1388



REVISED OCTOBER 22, 2010  
 REVISED AUGUST 26, 2010  
 REVISION MAY 14, 2010

DIST. NAME		PLAT OF SURVEY	COUNTY
PHARR		FM 681 AND FM 2221	HIDALGO
ACCOUNT NO.	RCSU No.	DATE OF SURVEY	SHEET
	0862-01-046	07/13/09	3 OF 3
EXISTING	TAKING	REMAINING	
0.121 AC.	0.004 AC. (187 Sq Ft)	0.117 AC.	

AI-34326

Planning Department 17. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Raul E. Sesin, PE

Submitted By: Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

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### Information

#### CAPTION

1. Preliminary Approval
  - a. Danny Cantu Subdivision – Pct. 3 (Domingo Cantu)
  - b. RBA Mission (Doffing) Subdivision – Pct. 3 (Fidel Solis)
  - c. Alberta Heights Subdivision – Pct. 4 (Kyndel Bennett)
  - d. La Victoria Phase 2 Subdivision – Pct. 1 (Paul Daniec)
  - e. Cardinal Lake Subdivision – Pct. 4 (Franz Schamberger)
2. Final Approval
  - a. Vaquero Estates Phase 2 Subdivision – Pct. 1 (Norberto Salinas)
  - b. Loma Verde No. 2 Subdivision – Pct. 4 (Kyle Ruppert)
  - c. La Victoria Phase I Subdivision – Pct. 1 (Paul Daniec)
  - d. Tijerina & Rios Subdivision – Pct. 4 (Leonel Rios)

#### BACKGROUND

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### Attachments

Danny Cantu; Preliminary

Danny Cantu; Plat

RBA Mission (Doffing); Preliminary

RBA Mission Doffing; Plat

Alberta Heights; Preliminary

Alberta Heights; Plat

La Victoria Phase II; Preliminary

La Victoria Ph 2; Plat

Cardinal Lake Subdivision; Preliminary

Cardinal Lake; Plat

Vaquero Estates Ph 2; Final

Vaquero Estates 2; Plat

Loma Verde No 2; Final

Loma Verde 2; Plat

La Victoria Phase I; Final

La Victoria Ph I; Plat

Tijerina & Rios; Final

Tijerina & Rios; Plat

### Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/19/2012 01:27 PM
Olga Garza	Olga Garza	09/21/2012 10:04 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Nora Cavazos		Started On: 09/19/2012 12:58 PM
Final Approval Date: 09/28/2012		



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED DANNY CANTU SUBDIVISION, PRECINCT No. 3.

ENGINEER: B.I.G. ENGINEERING. DEVELOPER: DOMINGO CANTU JR.

PRELIMINARY APPROVAL     FINAL APPROVAL     FINAL APPROVAL WITH FINANCIAL GUARANTEE     WITH VARIANCE  
NUMBER OF LOTS: 3  \*SINGLE FAMILY     \*MULTI-FAMILY     COMMERCIAL     INSTITUTIONAL

LOCATION DESCRIPTION: East of Trospers Road approximate 1/4 mile south of Mile 3 North Road.

SUBDIVISION LIES WITHIN THE:  The rural area of the County.  
 ETJ of \_\_\_\_\_ and was approved administratively by said City.  
 ETJ of Palmhurst and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-06-2012 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swale.  
DISTANCE TO A DRAIN DITCH: Approximately 1 mile south east of subdivision development.  
ROAD R.O.W. DEDICATION: 20 feet to Trospers Road by this plat.  
H.C.R.O.W. APPROVED DATE: 07-16-2012 : By, Victor Gallardo R.O.W. AGENT

SEWER SYSTEM:  OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Isidoro Gomez  
 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_  
 SANITARY SEWER BY: MISSION LINE SIZE: 8" LOCATION: Trospers Road

WATER SERVICE PROVIDER: S.W.S.C. LINE SIZE: 8" LOCATION: Trospers Road.  
H.C.O.E.C. APPROVED DATE: 09-10-2012 : By Ann Marie De La Fuente, Administrative Assistant

**SMALL CONSTRUCTION**  
*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

**LARGE CONSTRUCTION**  
*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON: \_\_\_\_\_

STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning, other departments and the approval of the City of Palmhurst.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

*This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

Name of Subdivision: Danny Cantu 2<sup>nd</sup> Review Page Page 1 of 1

Item Log	<u>DESCRIPTION OF ITEMS:</u>	Date	Initials
	<i>Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	09-12-2012	JRT
1	<u>2<sup>ND</sup> SHEET COMMENTS:</u> Staff recommends extending a 6" sewer line ending with a clean out along the 50 foot access easement to serve lot 2.		
2	Make sure the water and sewer engineering report are accurate and coincide with design and all final amounts.		
3	Please make sure all modification on engineering reports reflect on Spanish engineering reports.		
4	Subdivider certificate and statement shall coincide with the final sewer engineering report.		
5	Culvert at driveway entrance shall be 18" minimum with safety ends.		





# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED RBA MISSION (DOFFING) SUBDIVISION, PRECINCT No. 3.

ENGINEER: MELDEN & HUNT. DEVELOPER: FIDEL SOLIS III.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE

NUMBER OF LOTS:  \*SINGLE FAMILY  \*MULTI-FAMILY 1  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: Northwest corner of Mile 5 North Rd (FM676) and Doffing RD (FM 492) .

The rural area of the County.

SUBDIVISION LIES WITHIN THE:  ETJ of Mission and was approved administratively by said City.

ETJ of \_\_\_\_\_ and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 07-20-2012 PROPERTY LIES WITHIN FLOOD ZONE: "X" (Un-Shaded) AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swale.

DISTANCE TO A DRAIN DITCH: Approximately 1 mile south of the subdivision development.

ROAD R.O.W. DEDICATION: 10 feet to Mile 5 North Road and 10 feet to Doffing Road by this plat.

H.C.R.O.W. APPROVED DATE: 08-17-2012 : By, Victor Gallardo R.O.W. AGENT

OSSF TO BE INSTALLED AT DEVELOPMENT PERMIT STAGE.

SEWER SYSTEM:  OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_

SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: AGUA S.U.D. LINE SIZE: 8" LOCATION: Mile 5 North Road .

H.C.O.E.C. APPROVED DATE: 08-16-2012 .: By Ann Marie De La Fuente, Administrative Assistant

SMALL CONSTRUCTION

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

LARGE CONSTRUCTION

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON: \_\_\_\_\_

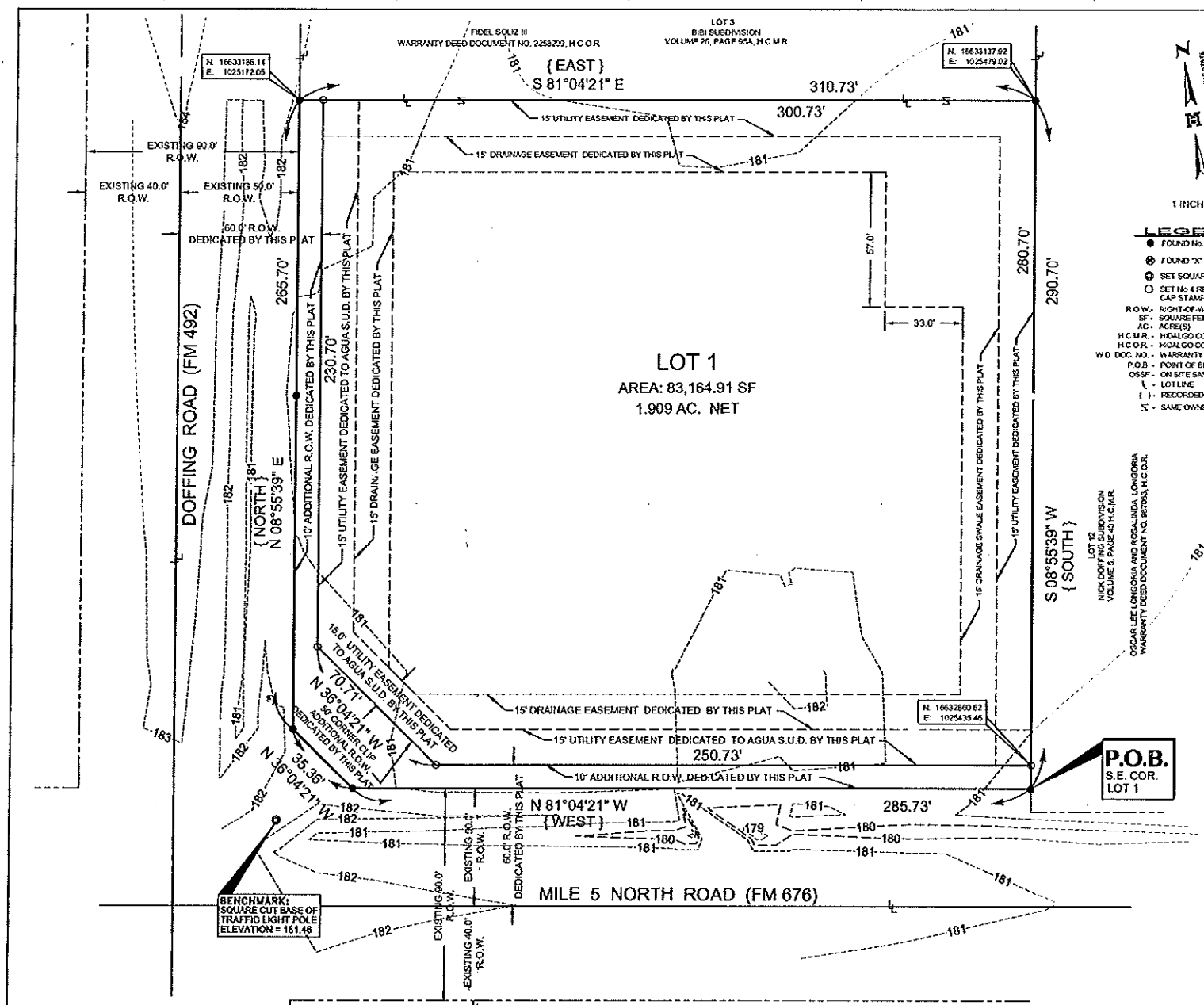
STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning, other departments and the approval of the City of Mission.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,  
\* Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.



STATE OF TEXAS  
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

(WE) FIDEL SOLIS II, AS OWNER(S) OF THE 2.067 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RBA MISSION (DOFFING) SUBDIVISION, HEREBY SUBDUCE THE LANDS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREETS, PARKS AND EASEMENTS SHOWN THEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS  
 (B) SANITARY SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS  
 (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS  
 (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

FIDEL SOLIS II  
P.O. BOX 105  
PENITAS, TX 78376

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED FIDEL SOLIS II, AND PROVIDED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC IN THE STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

CITY OF MISSION  
PLANNING & ZONING COMMISSION

THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION HAS BEEN CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION, DATED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

COURT JUDGE \_\_\_\_\_

CITY OF MISSION  
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.015(B) WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR CITY OF MISSION \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: CITY SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON \_\_\_\_\_, 20\_\_.

HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_.

ENVIRONMENTAL HEALTH DIVISION MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.011 (6). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

BY: \_\_\_\_\_

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL  
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RBA MISSION (DOFFING) SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_.

HIDALGO COUNTY JUDGE \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_

HIDALGO COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

KELLEY A. HELLER VELA, PROFESSIONAL ENGINEER No. 12345  
STATE OF TEXAS

DATE PREPARED: 07-13-12  
ENGINEERING JOB # 12345-00

STATE OF TEXAS  
COUNTY OF HIDALGO

FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MARKINGS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN ANTONIO, TEXAS.

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

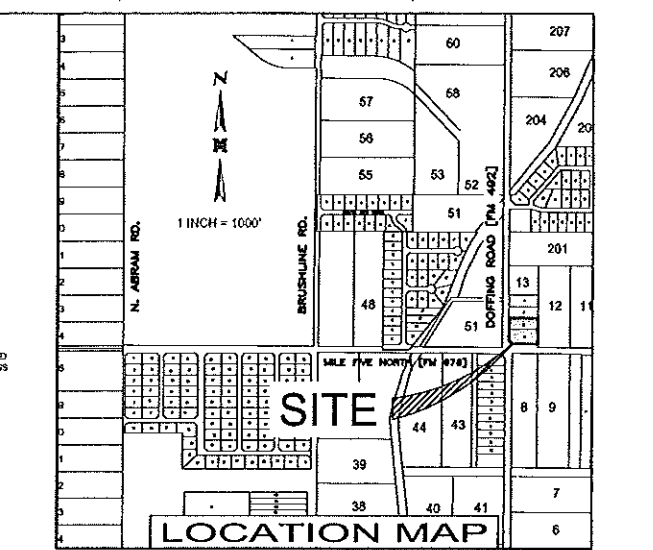
FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750  
STATE OF TEXAS

DATE RECEIVED: 06-21-2012  
1:34 PM, PG. 02, T-87, PG. 11  
SURVEY JOB # 12345-00

HIDALGO COUNTY  
IRRIGATION DISTRICT NO. 6

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6,  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_ PRESIDENT \_\_\_\_\_ SECRETARY



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RBA MISSION (DOFFING) SUBDIVISION IS LOCATED IN THE SOUTH WESTERN AREA OF HIDALGO COUNTY, APPROXIMATELY 1.5 MILES NORTHWEST OF THE CITY OF MISSION, ON THE NORTH EAST CORNER OF MILE 5 NORTH ROAD (FM 676) AND DOFFING ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF MISSION, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 27,100, 2010 CENSUS). RBA MISSION (DOFFING) SUBDIVISION IS APPROXIMATELY 1.5 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021. THIS SUBDIVISION FALLS WITHIN PRECINCT 3.

**SUBDIVISION MAP OF  
RBA MISSION (DOFFING) SUBDIVISION**

BEING A RESUBDIVISION OF  
2.067 ACRES (90,016.711 S.F.)  
CONSISTING OF  
1.175 ACRES (51,175.461 S.F.) BEING ALL OF LOT 1,  
0.892 AC (38,841.250 SF) BEING ALL OF LOT 2,  
OF BIBI SUBDIVISION,  
AS RECORDED IN VOLUME 28, PAGE 95A H.C.M.R.  
HIDALGO COUNTY, TEXAS

**METES AND BOUNDS DESCRIPTION:**

A TRACT OF LAND CONTAINING 2.067 ACRES [90,016.711 SQUARE FEET] SITUATED IN HIDALGO COUNTY TEXAS AND CONSISTING OF 1.175 ACRES [51,175.461 SQUARE FEET] BEING ALL OF LOT 1, AND 0.892 OF ONE ACRE [38,841.250 SQUARE FEET] BEING ALL OF LOT 2, OF BIBI SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 28, PAGE 95A, HIDALGO COUNTY MAP RECORDS, SAID 2.067 ACRES [90,016.711 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 1 AND BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 5 NORTH ROAD [FM 676] FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, N 81°04'21" W (WEST PLAT CALL) ALONG THE SOUTH LINE OF SAID LOT 1 AND THE EXISTING NORTH RIGHT-OF-WAY LINE OF MILE 5 NORTH ROAD [FM 676] A DISTANCE OF 285.73 FEET TO A NO. 4 REBAR FOUND AT THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 36°04'21" W ALONG A RIGHT-OF-WAY CLIP OF MILE 5 NORTH ROAD [FM 676] AND DOFFING ROAD [FM 492] A DISTANCE OF 35.36 FEET TO A NO. 4 REBAR FOUND AT THE NORTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
3. THENCE, N 08°55'39" E (NORTH PLAT CALL) ALONG THE WEST LINE OF SAID LOT 1 AND SAID LOT 2, AT A DISTANCE OF 140.7 FEET PASS A NO. 4 REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, AND THE SOUTHWEST CORNER OF SAID LOT 2, CONTINUING A TOTAL DISTANCE OF 285.70 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16633185.14, EASTING: 1025479.0185) AT THE NORTHWEST CORNER OF SAID LOT 2, FOR THE NORTHWEST CORNER OF THIS TRACT;
4. THENCE, S 81°04'21" E ALONG THE NORTH LINE OF SAID LOT 2, AT A DISTANCE OF 10.00 FEET PASS A NO. 4 REBAR SET FOR THE HEREBY PROPOSED EAST RIGHT-OF-WAY LINE OF DOFFING RD. [FM 492], CONTINUING A TOTAL DISTANCE OF 310.73 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16633137.9222, EASTING: 1025479.0185) AT THE NORTHEAST CORNER OF SAID LOT 2, FOR THE NORTHEAST CORNER OF THIS TRACT;
5. THENCE, S 08°55'39" W (SOUTH PLAT CALL) ALONG THE EAST LINE OF SAID LOT 2 AND SAID LOT 1, AT A DISTANCE OF 125.00 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 2 AND THE NORTHEAST CORNER OF SAID LOT 1, AT A DISTANCE OF 280.7 FEET PASS A NO. 4 REBAR (NORTHING: 16632860.62, EASTING: 1025435.46) SET FOR THE HEREBY PROPOSED NORTH RIGHT-OF-WAY LINE OF MILE 5 NORTH [FM 676], CONTINUING A TOTAL DISTANCE OF 290.70 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.067 ACRES [90,016.711 SQUARE FEET] MORE OR LESS.

**INDEX TO SHEET OF RBA MISSION (DOFFING) SUBDIVISION:**

SHEET 1:  
HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP, LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS), PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, ATTESTATION, ENGINEER'S AND SURVEYOR'S CERTIFICATION, CITY APPROVAL CERTIFICATION, COUNTY APPROVAL CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 APPROVAL, H.C.M.R. No. 1 APPROVAL, HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.

SHEET 2:  
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION, MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE, CONSTRUCTION DETAILS, REVISION NOTES.

**GENERAL PLAT NOTES & RESTRICTIONS:**

1. FLOOD ZONE STATEMENT:  
ZONE "X" (UNSHADED), IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN".  
COMMUNITY PANEL NUMBER: 43034 (2010 D. MAP REVISED JUNE 6, 2000)

2. SETBACKS:  
DOFFING ROAD: 30 FEET OR EASEMENT, WHOEVER IS GREATER  
REAR: 15 FEET OR EASEMENT, WHOEVER IS GREATER  
SIDE: 15 FEET OR EASEMENT, WHOEVER IS GREATER  
CORNER SIDE: 30 FEET OR EASEMENT, WHOEVER IS GREATER

3. MINIMUM FINISH FLOOR NOTE:  
MINIMUM FINISH FLOOR ELEVATION SHALL BE 1' ABOVE TOP OF CURB OR ASPHALT MEASURED AT THE CENTER OF MILE 5 NORTH RD. (FM 676), OR 1' ABOVE NATURAL GROUND, WHOEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO BEHOLD TOTAL OF 4.832 CUBIC FEET PER ACRES FEET OF 8" FORM WATER MAINS.

4. BENCHMARK NOTE:  
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: SEE NO. 4 IN YELLOW CAPLOCATED IN FRONT OF THIS SUBDIVISION AT THE FOLLOWING COORDINATES AND ELEVATION: N=16633286.381 E=1025435.466 ELEV. 161.48 PER: NAD 83 TEXAS SOUTH 4204.

5. DRAINAGE:  
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO BEHOLD TOTAL OF 4.832 CUBIC FEET PER ACRES FEET OF 8" FORM WATER MAINS, DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON THE DRAINAGE REPORT, PAGE 2 OF 2 OF THIS PLAT.

6. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:  
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH T.C.E.D. AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION RESPONSIBILITY FOR PROVIDING AN OSSF ON EACH LOT.

A. OSSF SYSTEM IS BEING SHALL BE DESIGNED FOR DISPOSAL OF COMMERCIAL SEWAGE.

B. THE LOT ON THIS PLAT COMPLEYS WITH THE MINIMUM 21,700 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSOCIATIVE DRAINAGE SYSTEM.

E. APPROVED OSSF PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

**GENERAL PLAT NOTES & RESTRICTIONS (CONTINUED):**

7. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:  
1. AND CROWN OF REAR FLOW VALVES  
2. BACK FLOW VALVES  
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

8. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

9. FIDEL SOLIS (P.O. BOX 105) & SURVEYOR(S) OF RBA MISSION (DOFFING) SUBDIVISION, RETAIN AN EASEMENT UPON THIS SUBDIVISION FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF.

10. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEET PILES, TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 18 INCHES MATRICE HEIGHT, GROUND COVER, GRASS, OR FLOWERS; AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12. ALL CONSTRUCTION SHALL COMPLY WITH COUNTY OF HIDALGO STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.

13. DEVELOPER/OWNER SHALL INSTALL A BUFFER FENCE ALONG THE NORTH AND EAST PROPERTY LINE IF AND WHEN ADDITIONAL PROPERTY IS RESIDENTIALLY USED.

14. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL LOT 1 IS FOR RESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER/OWNER AT ALL ADJUTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL AND COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

15. STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE, THERE DOES NOT SEEM TO BE EASEMENTS OR EXISTING PAPER LINES IN THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 RECORDS ON SUBJECT TRACT, AS PER MAR. AQUILAR.

16. RIGHT-OF-WAY EASEMENT DATED NOVEMBER 3, 1983 FROM TEXAS STATE BANK, AS TRUSTEE FOR FIDEL SOLIS, II, TO CENTRAL POWER AND LIGHT COMPANY, FILED UNDER CLERK'S FILE NO. 36633, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, BEAR BE IN NATURE, NOT FICTITIAL.

17. AN OFF-STREET PAVING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS & COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR ELECTRIC POWER (EARTH) CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OFF-STREET PAVEMENT APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

19. TAXID OR VEHICLE ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY ENTRANCE ONTO MILE 5 NORTH RD. (FM 676) AND DOFFING RD. (FM 492). TAXID ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

20. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN GREEN AREAS, DESIGNATED EASEMENT AREAS OR IN NEEDED ON A COMBINATION OF GREEN AND DESIGNATED EASEMENT AREAS AS DESIGNATED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY.

21. THE COUNTY OF HIDALGO MAY IMPOSE ADDITIONAL PLANNING MEASURES AT THE VARIOUS STAGES OF PERMITTING SUCH AS IMPROVING A 5 FT WIDE SIDEWALK ON ONE OR BOTH PERIMETER STREETS, AND/OR PROVIDING FOR A PAVED DRIVEWAY TO THE EAST IN ANTICIPATED PREPARATION FOR OTHER ADJUTING COMMERCIAL DEVELOPMENTS.

**GENERAL PLAT NOTES & REQUIREMENTS (CONTINUED):**

22. THE LOT IN RBA MISSION (DOFFING) SUBDIVISION IS HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN OFF FROM LOT 1 IN RBA MISSION (DOFFING) SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS (OWNERS) OF RBA MISSION (DOFFING) SUBDIVISION THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY) AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL REASONABLE COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOT COMPRISING RBA MISSION (DOFFING) SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS IS FULLY OPERATIONAL AND ACTUALLY SERVING THE LOT OF RBA MISSION (DOFFING) SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND AUTHORITY (BY ACCEPTANCE OF A DEED TO LOT IN RBA MISSION (DOFFING) SUBDIVISION) TO RELEASE THE DRAINAGE EASEMENT BEING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

23. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE, IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPROVED AREA BEING GREATER THAN WHAT THE PLAT ENGINEER CONSIDERED IN HIS/HERS CALCULATIONS FOR THIS SUBDIVISION.

STATE OF TEXAS  
COUNTY OF HIDALGO

FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MARKINGS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF SAN ANTONIO, TEXAS.

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750  
STATE OF TEXAS

DATE RECEIVED: 06-21-2012  
1:34 PM, PG. 02, T-87, PG. 11  
SURVEY JOB # 12345-00

STATE OF TEXAS  
COUNTY OF HIDALGO

FILE FOR RECORD IN  
HIDALGO COUNTY  
ARTURO GUAJARDO JR.  
HIDALGO COUNTY CLERK

ON \_\_\_\_\_ AT \_\_\_\_\_ AMPM

DOCUMENT NUMBER \_\_\_\_\_

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS  
BY: \_\_\_\_\_ DEPUTY

**MELDEN & HUNT INC.**  
CONSULTANTS - ENGINEERS - SURVEYORS  
115 W. MCINTYRE 227 N. F.M. 3167  
EDINBURG, TX 78541 RD. 2000 OFF. TX 7808  
PH: (954) 381-1839 PH: (954) 487-2526  
FAX: (954) 381-1839 FAX: (954) 488-6591  
ESTABLISHED 1947 www.meldenandhunt.com

DATE PREPARED: 07-13-12  
ENGINEERING JOB # 12345-00

DATE RECEIVED: 06-21-2012  
1:34 PM, PG. 02, T-87, PG. 11  
SURVEY JOB # 12345-00

DATE: 09-04-12

SURVEYED, CHECKED, DATE: \_\_\_\_\_

FINAL CHECK \_\_\_\_\_ DATE: \_\_\_\_\_



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED ALBERTA HEIGHTS SUBDIVISION, PRECINCT No. 4.

ENGINEER: KK ENGINEERING. DEVELOPER: KYNDEL W. BENNETT.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE

NUMBER OF LOTS: 34  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: South of Alberta Rd approximate 1/4 mile west of Cesar Chavez Rd.

The rural area of the County.

ETJ of \_\_\_\_\_ and was approved administratively by said City.

SUBDIVISION LIES WITHIN THE:

ETJ of Edinburg and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-22-2012 PROPERTY LIES WITHIN FLOOD ZONE: "B" AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swales and Storm drainage pipe system.

DISTANCE TO A DRAIN DITCH: Approximate 300 feet west of subdivision development.

ROAD R.O.W. DEDICATION: 15 feet to Alberta Road by this plat.

H.C.R.O.W. APPROVED DATE: 08-20-2012 : By, Roy Gonzales R.O.W. AGENT

OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez.

SEWER SYSTEM:  OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_

SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Alberta Road.

H.C.O.E.C. APPROVED DATE: 09-10-2012 : By Ann Marie De La Fuente, Administrative Assistant

SMALL CONSTRUCTION

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

LARGE CONSTRUCTION

*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON: \_\_\_\_\_

STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning,

other departments and the approval of the City of Edinburg.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

*This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

\*

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

Name of Subdivision:

**Alberta Heights 1<sup>st</sup> Review**  
 Remaining comments

Page Page 1 of 1

Item Log	<u>DESCRIPTION OF ITEMS:</u>	Date	Initials
	<i>Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	08-29-2012	JRT
16	<b><u>2<sup>ND</sup> SHEET COMMENTS:</u></b> Please make sure the water and OSSF engineering report are accurate with all amounts and description design.		
17	Make sure all correction on the water and OSSF reports are reflected on the Spanish version engineering reports.		
20	<b><u>3<sup>RD</sup> SHEET COMMENTS:</u></b> Label power poles or provide a legend for all topo / surveyors monuments.		

# PLAT OF ALBERTA HEIGHTS SUBDIVISION

A 19.97 ACRE TRACT OF LAND OUT OF THE WEST 20.00 ACRES OF LOT ELEVEN (11) BLOCK FIFTY-ONE (51), ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 24-26 MAP RECORDS OF HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 1 PAGE 24-26 MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PREPARED BY: K K ENGINEERING CONSULTANT  
DATE: AUGUST, 2012

STATE OF TEXAS COUNTY OF HIDALGO  
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

ALBERTA HEIGHTS L.P., ATX L.P.  
AS OWNER OF THE 19.97 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALBERTA HEIGHTS SUBDIVISION HEREBY SUBDIVIDES THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;  
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;  
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND  
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OWNER: ALBERTA HEIGHTS, L.P.  
A TEXAS LIMITED PARTNERSHIP  
BY: KIM RIV, L.L.C.  
A TEXAS LIMITED LIABILITY COMPANY  
ITS: GENERAL PARTNER  
BY: KYNDL W. BENNETT, PRESIDENT  
P.O. BOX 365  
LA BLANCA, TX 78558

DATE: \_\_\_\_\_

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES: \_\_\_\_\_

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED.

ATTEST: \_\_\_\_\_

MAYOR'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_ CITY SECRETARY: \_\_\_\_\_ DATE: \_\_\_\_\_

PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT AND ALL ALBERTA HEIGHTS CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE: \_\_\_\_\_

CHAIRPERSON-PLANNING & ZONING COMMISSION

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE §49.211(1). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CHIEF OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT AND ALL ALBERTA HEIGHTS CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR DATE: \_\_\_\_\_

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRIGATION DISTRICT NO. 2 ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CHIEF OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT AND ALL ALBERTA HEIGHTS CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

HIDALGO COUNTY CERTIFICATE

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.032(a)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE ALBERTA HEIGHTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_

HIDALGO COUNTY JUDGE DATE: \_\_\_\_\_

ATTEST: HIDALGO COUNTY CLERK DATE: \_\_\_\_\_

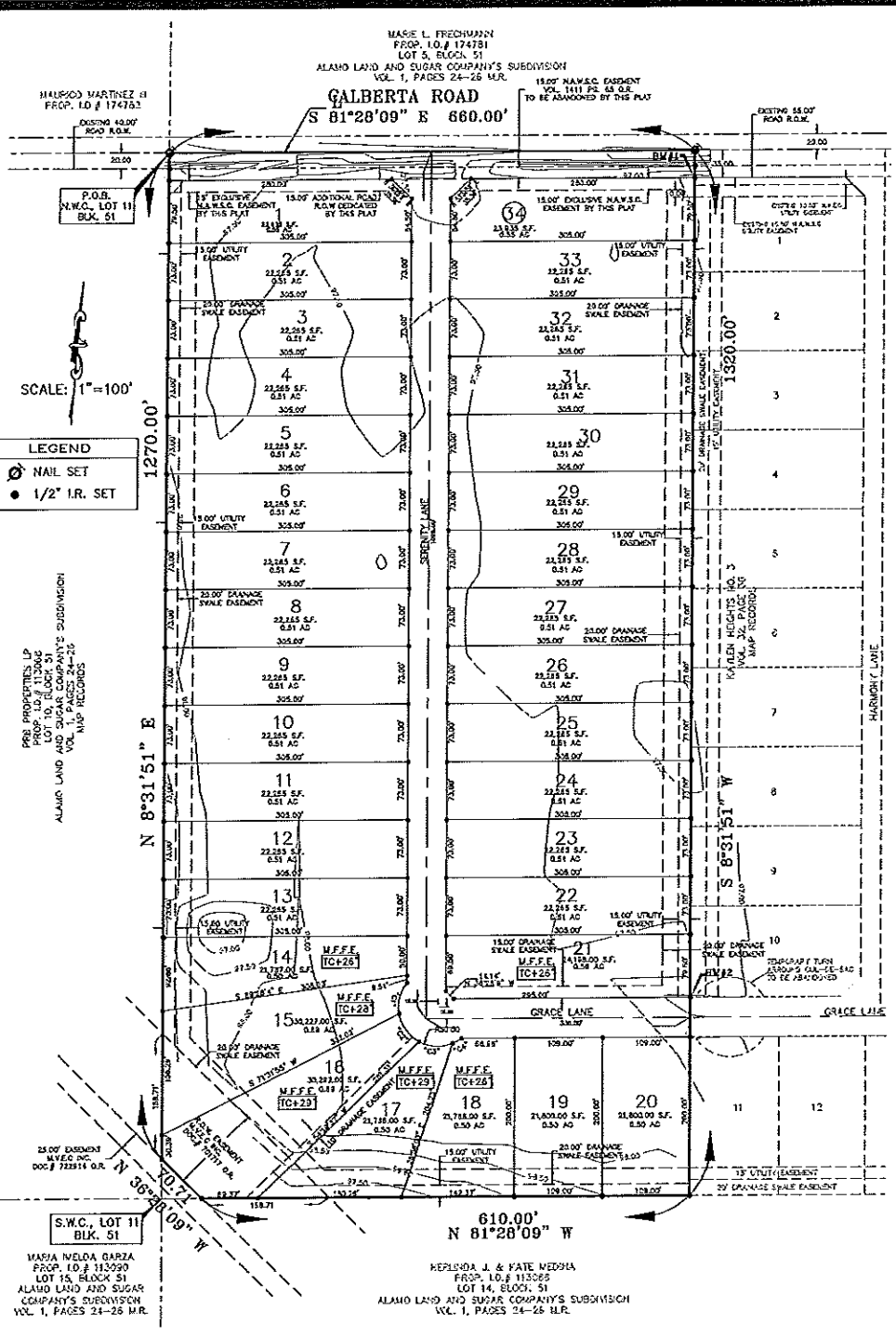
STATE OF TEXAS COUNTY OF HIDALGO

I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE IS NO APPARENT DISCREPANCY, CONFLICT, OR OVERLAPPING OF IMPROVEMENTS, UTILITY LINES OR READS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

REGISTERED PROFESSIONAL ENGINEER  
No. \_\_\_\_\_ STATE OF TEXAS

REGISTERED PROFESSIONAL SURVEYOR  
No. \_\_\_\_\_ STATE OF TEXAS



- ### GENERAL SUBDIVISION PLAT NOTES
- MINIMUM FINISH FLOOR ELEVATION SHALL BE AT 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL LOTS OR AS NOTED ON THE PLAT. (M.F.F.E. [ELEVATION]) ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITH A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
  - THIS SUBDIVISION IS LOCATED IN ZONE "B" (MEDIUM SHADED) AREAS OF 600-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. FEMA FLOOD INSURANCE RATE MAPS COMMUNITY PANEL NO. 480334 0425 C REVISED NOVEMBER 16, 1992. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
  - SETBACKS: FRONT: 25.00 FEET; REAR: 33.00 FEET OR EASEMENT WHICHEVER IS GREATER; CORNER SIDE: 15.00 FEET; GARAGE FRONT: 18.00 FEET; SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER.
  - GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT. ONLY LOTS 1 AND 34 ARE ALLOWED FOR POSSIBLE COMMERCIAL USE. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 2 THROUGH 33.
  - CORNER MARKERS, CONSISTING OF A ONE-HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.
  - THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: -B.M. NO. 1-ELEV. 97.67 ON THE IRON ROD LOCATED ON THE NORTH EAST CORNER OF LOT 34 (NAVD 1983) -B.M. NO. 2-ELEV. 98.92 ON THE IRON ROD LOCATED ON THE SOUTH EAST CORNER OF LOT 21 (NAVD 1983)
  - IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 30,126 CUBIC FEET (68.9 ACRES-FEET) OR 688 CUBIC FEET PER LOT OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO.3 FOR STORM WATER IMPROVEMENTS)
  - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITH ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
  - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GRASS COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
  - EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
  - ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
  - AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
  - ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
    - OSFF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
    - EACH LOT ON THIS PLAT COMPLETES WITH THE MINIMUM 21,760 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    - OSFF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
    - SOL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXPERTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSOCIATIVE DRAINAGE SYSTEM.
    - APPROVED "OSFF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY OF A LOT.
  - THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
  - KYNDEL W. BENNETT, THE OWNER & SUBDIVIDER OF ALBERTA HEIGHTS SUBDIVISION RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.
  - ALL LOTS IN (ALBERTA HEIGHTS SUBDIVISION) ARE HEREBY GRANTED A DRAINAGE SWALE EASEMENT WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (ALBERTA HEIGHTS SUBDIVISION) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE DRAINAGE SWALE AREAS. LOT OWNERS OF (ALBERTA HEIGHTS SUBDIVISION) THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING (ALBERTA HEIGHTS SUBDIVISION) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVING ALL THE LOTS IN (ALBERTA HEIGHTS SUBDIVISION), THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN (ALBERTA HEIGHTS SUBDIVISION) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BUDGETING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
  - THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
  - ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS.
  - NO ACCESS SHALL BE ALLOWED FROM ALBERTA ROAD ONTO LOTS 1 & 34. IF THE AFORESAID LOTS ARE UTILIZED FOR COMMERCIAL USE, ACCESS MAY BE ALLOWED, SUBJECT TO THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.12. THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ADJUTING ALL RESIDENTIAL LOTS.
  - STREET & STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.
  - A 4.0 FT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE.
  - FIRE HYDRANTS WILL BE INSTALLED & PAINTED BLACK BY THE DEVELOPER.

### LOCATION MAP

SCALE: 1"=1,000'

**K K Engineering Consultant**  
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES  
410 E. COOKE (FIRM REGISTRATION #F-1334)  
P.O. BOX 3422  
(956) 630-2125  
MCALLEN, TEXAS 78502  
FAX (956) 630-2219

### CURVE DATA CHART

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE
C1	41.10'	50.00'	47°05'51"
C2	44.57'	50.00'	51°04'25"
C3	44.61'	50.00'	51°07'11"
C4	12.61'	50.00'	14°28'45"

### INDEX TO SHEETS OF ALBERTA HEIGHTS SUBDIVISION

HEADING: INDEX LOCATION MAP; AND ET, PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL; CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ET, OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; HICD, NO. 1 CERTIFICATION; HICIRIGATION DISTRICT#2, HO ROW AND HOID, REVISION NOTES.

WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION.

GRADINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; SURVEYOR'S AND ENGINEER'S CERTIFICATION; REVISION NOTES, & CONSTRUCTION DETAILS.

SHEET 1  
SHEET 2  
SHEET 3

### LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

ALBERTA HEIGHTS IS LOCATED APPROXIMATE 2,000 FEET WEST OF CESAR CHAVEZ RD. ON THE SOUTH SIDE OF ALBERTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 74,424 - 2010 CENSUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES IN A 3 MILE EXTRATERRITORIAL JURISDICTION (ETA) OF THE CITY OF EDINBURG. LOCAL GOVERNMENT CODE 212.001 PRECINCT, NO. 4.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: KYNDL W. BENNETT-BENNETT-FLORES	P.O. BOX 365	LA BLANCA 78558	(956) 484-4431	(626) 484-2597
ENGINEER: KAMBIZ S. KHADEMI P.E.	410 E. COOKE AVE.	MCALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR: JOSE MARIO GONZALEZ R.P.L.S.	24291 EMER	WHITE ALTO 78538	(956) 392-5154	(956) 392-5158

SHEET 1 OF 3



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED LA VICTORIA PHASE 2 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA HEADLEY & ASSOC. DEVELOPER: PAUL DANIEC.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE

NUMBER OF LOTS: 90  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: West of Victoria Road approximate 360 feet North of Lott Road.

The rural area of the County.

ETJ of \_\_\_\_\_ and was approved administratively by said City.

SUBDIVISION LIES WITHIN THE:

ETJ of Donna and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 06-18-2012 PROPERTY LIES WITHIN FLOOD ZONE: "B" AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swales and Storm drainage pipe system.

DISTANCE TO A DRAIN DITCH: Located on the North west corner of subdivision development.

ROAD R.O.W. DEDICATION: 30 feet to Victoria Road by this plat.

H.C.R.O.W. APPROVED DATE: 09-07-2012 : By, Roy Gonzales R.O.W. AGENT

SEWER SYSTEM:

OSSF & SOIL ANALYSIS WERE CONDUCTED BY: \_\_\_\_\_.

OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_

SANITARY SEWER BY: Donna LINE SIZE: 8" LOCATION: Mateo St (Walker Estates)

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: Victoria Road.

H.C.O.E.C. APPROVED DATE: 08-13-2012 : By Ann Marie De La Fuente, Administrative Assistant

SMALL CONSTRUCTION

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

LARGE CONSTRUCTION

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:

Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON: \_\_\_\_\_

STAFF RECOMMENDS:

Preliminary Approval subject to comments and future recommendations by planning, other departments and the approval of the City of Donna.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

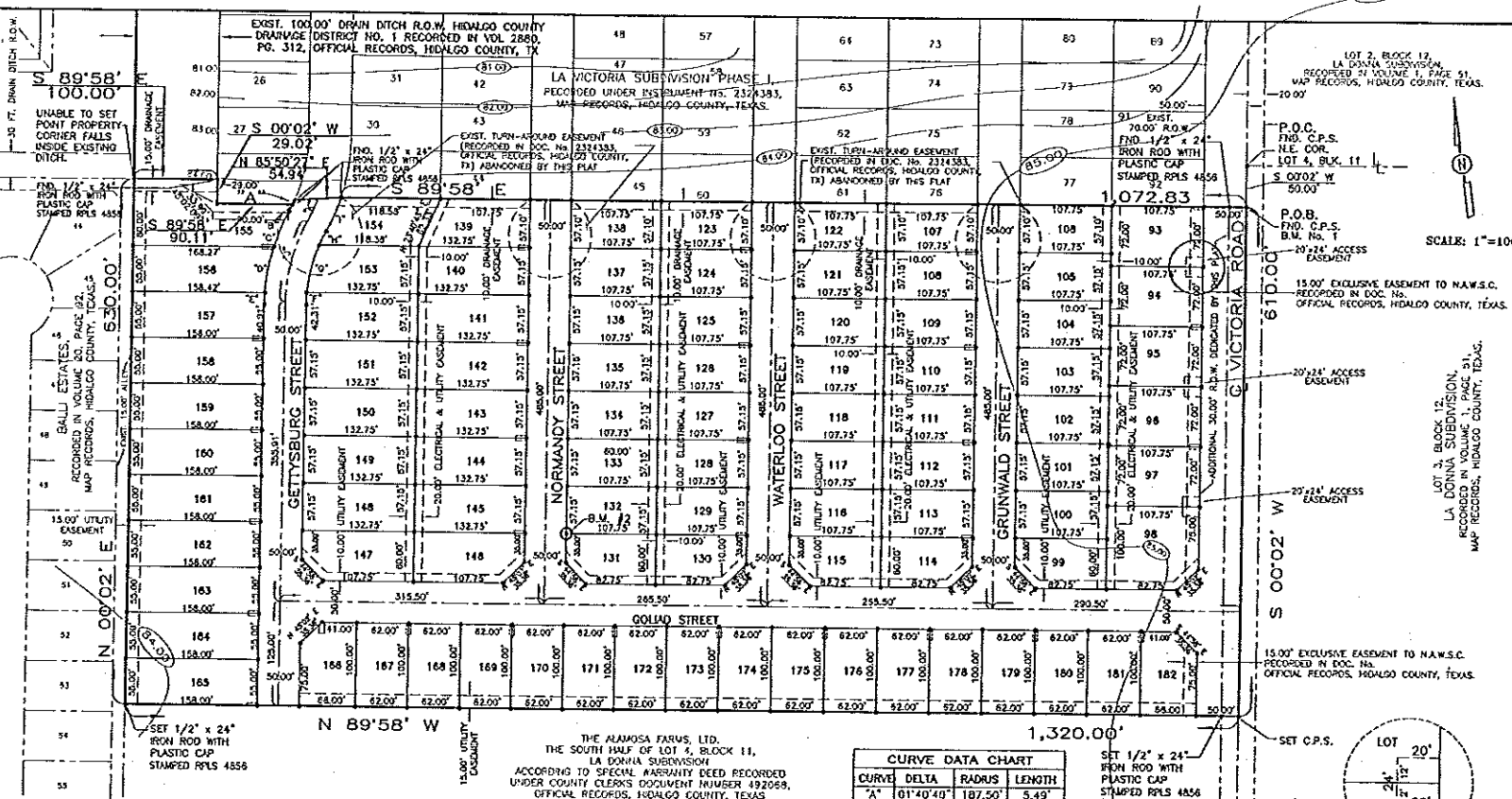
Final Approval with financial guarantee.

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

Name of Subdivision: La Victoria Phase 2 1<sup>st</sup> Review Page Page 1 of 1

Item Log	<u>DESCRIPTION OF ITEMS:</u>	Date	Initials
	<i>Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	08-28-2012	JRT
11	<u>2<sup>ND</sup> SHEET COMMENTS:</u> Correct the water and sewer distribution description on engineering reports.		
12	Make sure all corrections reflect on the water and sewer Spanish engineering reports.		
15	H.C.ROW utility water crossing will be required for Victoria Road.		
Item Log	<u>2<sup>nd</sup> Review Comments</u>	Date	Initials
	New Additional comments	09-11-2012	JRT
23	<u>3<sup>RD</sup> SHEET COMMENTS:</u> Some of the spot topography elevation are to light and not legible. Please address this comment before printing on mylar.		



**AREA DATA TABLE**

LOT	AREA (S.F.)	AC.
93-97	7,758.00'	0.18
98	10,462.50'	0.24
99	8,152.50'	0.14
100-105	6,157.91'	0.14
106-107	5,152.52'	0.14
108-113	6,157.91'	0.14
114-115	6,152.50'	0.14
116-121	8,157.91'	0.14
122-123	6,152.52'	0.14
124-129	6,157.91'	0.14
130-131	5,152.50'	0.14
132-137	6,157.91'	0.14
138	6,152.52'	0.14

**AREA DATA TABLE**

LOT	AREA (S.F.)	AC.
139	6,886.28'	0.16
140-145	7,586.66'	0.17
146-147	7,652.50'	0.18
148-151	6,157.91'	0.14
152	7,583.75'	0.17
153	7,250.18'	0.17
154	6,716.62'	0.15
155	12,037.47'	0.28
156	8,922.50'	0.20
157	6,691.95'	0.20
158-165	6,690.00'	0.20
166	6,287.50'	0.14
167-181	6,200.00'	0.14
182	6,287.50'	0.14

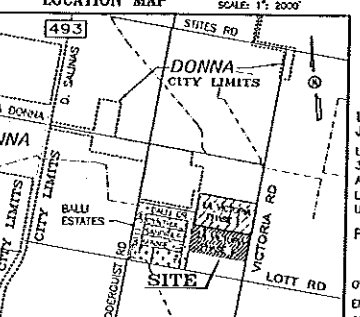
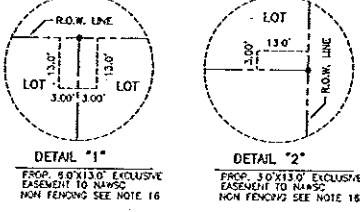
**PLAT NOTES AND RESTRICTIONS:**

- FLOOD ZONE DESIGNATION: ZONE "B"
- LEGEND: DENOTES 1/2" x 24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.
- MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- MINIMUM BUILDING SETBACK LINES: FRONT: 25.00', REAR: 50.00', SIDE: 15.00', SIDE ABUTTING STREET: 10.00', FRONT OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.
- THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE CLEARANCES FOR WATER METERS. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.
- DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 77,381.78 CUBIC FEET (1.78 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: 9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.

**CURVE DATA CHART**

CURVE	DELTA	RADIUS	LENGTH
"A"	01°40'40"	187.50'	5.49'
"B"	02°50'28"	187.50'	9.30'
"C"	11°09'37"	237.50'	46.20'
"D"	13°30'40"	237.50'	58.01'
"E"	03°24'04"	237.50'	14.10'
"F"	04°32'22"	187.50'	14.80'
"G"	18°02'20"	187.50'	59.03'
"H"	05°29'39"	187.50'	17.98'
"I"	10°42'03"	237.50'	44.36'
"J"	27°08'42"	237.50'	104.12'
"K"	05°00'39"	212.50'	29.71'

- INDEX OF SHEETS**
- SHEET 1 - HEADINGS, LOCATIONS MAP AND ETC. PRINCIPAL CONTACTS: MAP, LOT, STREETS, AND EASEMENT LAYOUT DESCRIPTION (METES AND BOUNDS), ENGINEER'S & SURVEYOR'S CERTIFICATION, NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION, CITY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES, H.O.D. NO. 1, CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, DONNA REGISTRATION DIST. APPROVAL, NORTH ALAMO ROAD STATEMENT.
  - SHEET 2 - ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.
  - SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SIZES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.



H.A.V.D. 88 DATUM.  
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:  
LA VICTORIA SUBDIVISION PHASE II IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF VICTORIA SUBDIVISION PH. II AND APPROXIMATELY 300.00 FEET SOUTH OF ITS INTERSECTION WITH WALKER STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 17,348), LA VICTORIA SUBDIVISION PHASE II LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PCT. 1.

**PRINCIPAL CONTACTS:**

Name	Address	City & Zip	Phone	Fax	
OWNER:	BENCHMARK FARMS & RANCHES, INC.	P.O. BOX 720821	McALEEN, TX 78504	(956) 386-1507	(956) 383-5762
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6180	(956) 381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6180	(956) 381-0527

**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS LAND SURVEYORS  
124 E. STUBBS ST. EDINBURG, TEXAS 78539  
ENGINEERING REGISTRATION NUMBER E-1513 SURVEYING REGISTRATION NUMBER 100411-00  
PHONE 956-381-6180 FAX 956-381-0527 OFFICE@QAENGINEERING.COM

**LA VICTORIA SUBDIVISION PHASE II**

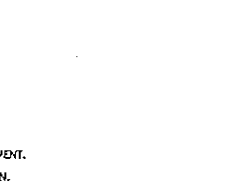
AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO METES AND BOUNDS

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO METES AND BOUNDS AS FOLLOWS:  
BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 4 AND IN THE CENTERLINE OF VICTORIA ROAD FOR THE SOUTHWEST CORNER OF LA VICTORIA SUBDIVISION PHASE I AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 00°02' W, 50.00 FEET FROM THE NORTHEAST CORNER OF LOT 4.

THENCE S 00°02' W, ALONG THE EAST LINE OF LOT 4 AND THE CENTERLINE OF VICTORIA ROAD, A DISTANCE OF 610.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THE ALAMOSA FARMS, LTD. TRACT (THE SOUTH HALF OF LOT 4, BLOCK 11, LA DONNA SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 492068, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.  
THENCE S 89°58' W, ALONG THE NORTH LINE OF THE ALAMOSA FARMS, LTD. TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 4 FOR THE SOUTHWEST CORNER OF THIS TRACT.  
THENCE N 00°02' E, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 630.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LA VICTORIA SUBDIVISION PHASE I AND THE NORTHEAST CORNER OF THIS TRACT.  
THENCE S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.  
THENCE S 00°02' W, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 29.02 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.  
THENCE S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 90.11 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.  
THENCE ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 01°40'40", RADIUS = 187.50 FEET), A DISTANCE OF 5.49 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.  
THENCE N 89°52'27" E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 54.94 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.  
THENCE S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, PASSING A 1/2" IRON ROD 24" IN LENGTH FOUND AT 1,052.83 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,072.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.51 ACRES OF LAND MORE OR LESS.

**STATE OF TEXAS COUNTY OF HIDALGO**  
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE UNDER MY SUPERVISION.

*Alfonso Quintanilla*  
ALFONSO QUINTANILLA  
R.P.L.S. No. 4655  
4-23-12  
DATE



**LOT 155 DETAIL**  
SCALE: 1" = 60'

**STATE OF TEXAS COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION**  
I, PAUL DANEC, PRESIDENT OF BENCHMARK FARMS & RANCHES, INC., AS OWNER OF THE 18.51 ACRE TRACT OF LAND EXHIBITED WITHIN THE PROPOSED LA VICTORIA SUBDIVISION PHASE II, HEREBY DEDICATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PAVES, AND EASEMENTS SHOWN HEREIN.  
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:  
(1) THE WATER QUANTITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;  
(2) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;  
(3) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND  
(4) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.  
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

PAUL DANEC - PRESIDENT  
BENCHMARK FARMS & RANCHES, INC.  
P.O. BOX 720821  
MCALLEN, TX 78504  
(956) 386-1507

**STATE OF TEXAS COUNTY OF HIDALGO**  
BEFORE ME, THE UNDERSIGNED notary public, on this day personally appeared PAUL DANEC, PRESIDENT OF BENCHMARK FARMS & RANCHES, INC., who is known to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

*Leia A. Quintanilla*  
LEIA A. QUINTANILLA - Notary Public  
Notary Public, State of Texas  
My Commission Expires 08-15-2016

**HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)**  
WE, THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on \_\_\_\_\_ 20\_\_.

Hidalgo County Judge \_\_\_\_\_  
Hidalgo County Clerk \_\_\_\_\_

**CITY OF DONNA, TX CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(a) AND § 212.0115(b)**  
WE, THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was reviewed and approved by the City Council of the City of Donna on \_\_\_\_\_ 20\_\_.

Mayor of the City of DONNA \_\_\_\_\_  
Secretary of the City of DONNA \_\_\_\_\_

THIS PLAT APPROVED BY DONNA REGISTRATION DISTRICT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:  
THIS PLAT LA VICTORIA SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH CATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

ATTEST: SECRETARY CHAIRMAN PLANNING COMMISSION

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE CHAPTER 46, § 46.121(i). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1  
BY: \_\_\_\_\_

**STATE OF TEXAS COUNTY OF HIDALGO**  
I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

*Alfonso Quintanilla*  
ALFONSO QUINTANILLA  
P.E. No. 95534  
9-11-12  
DATE

**HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL**  
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA VICTORIA SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON \_\_\_\_\_ 20\_\_.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR \_\_\_\_\_  
DATE \_\_\_\_\_

**REVISION NOTES**

No.	Date	REVISION	Date	Approved

SHEET NO. 1 OF 3 SHEETS  
FILENAME: E:\DATA\SUBDIVISIONS\LA VICTORIA PH. II\PLAT DATE PREPARED: 4-23-2012 PREPARED BY: ALFONSO QUINTANILLA REVIEWED BY: ALFONSO QUINTANILLA CHECKED BY: ALFONSO QUINTANILLA APPROVED BY: \_\_\_\_\_



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED CARDINAL LAKE SUBDIVISION, PRECINCT No. 4.

ENGINEER: MELDEN & HUNT INC. DEVELOPER: FRANZ R. SCHAMBERGER.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE

NUMBER OF LOTS: 26  \*SINGLE FAMILY  \*MULTI-FAMILY 4  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: South west corner of Ramseyer Road and Terry Road.

The rural area of the County.

ETJ of \_\_\_\_\_ and was approved administratively by said City.

SUBDIVISION LIES WITHIN THE:

ETJ of Edinburg and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 8-20-2012 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swales and Storm drainage pipe system.

DISTANCE TO A DRAIN DITC: South adjacent to the subdivision property line.

ROAD R.O.W. DEDICATION: 30 feet to Ramseyer Rd. and 10 feet to Terry Rd. by this plat.

H.C.R.O.W. APPROVED DATE: 08-17-2012 : By, Jesse Ozuna R.O.W. AGENT

OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose A. Gonzalez.

SEWER SYSTEM:  OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_

SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Terry Rd.

H.C.O.E.C. APPROVED DATE: 08-30-2012 : By Ann Marie De La Fuente, Administrative Assistant

SMALL CONSTRUCTION

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

LARGE CONSTRUCTION

*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON: \_\_\_\_\_

STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning,

other departments and the approval of the City of Edinburg.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

*This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

\*

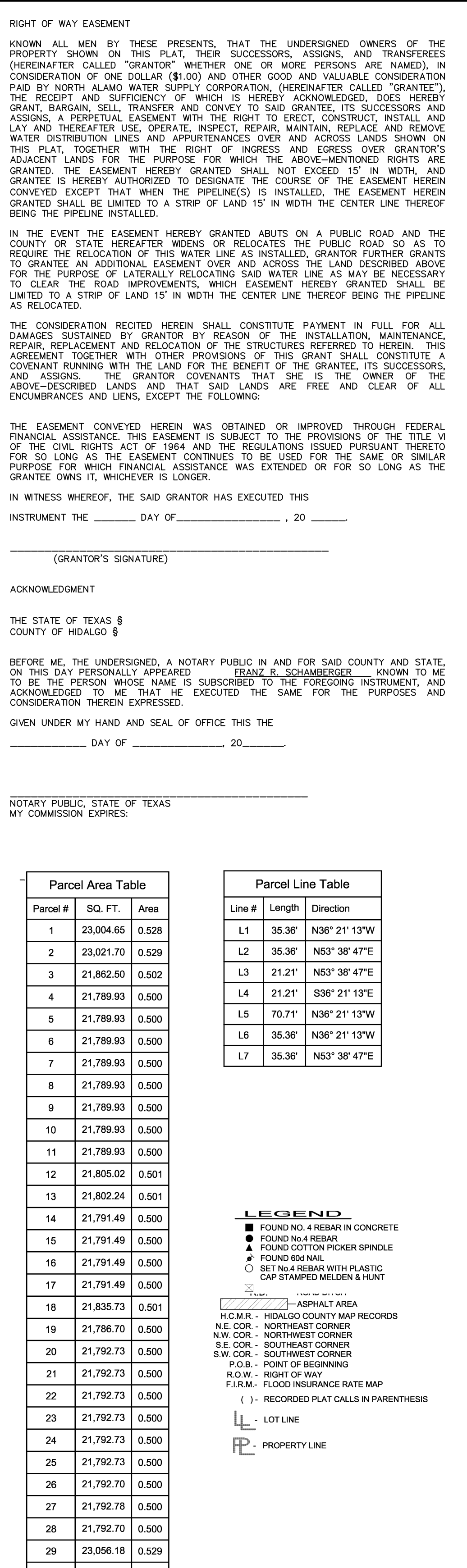
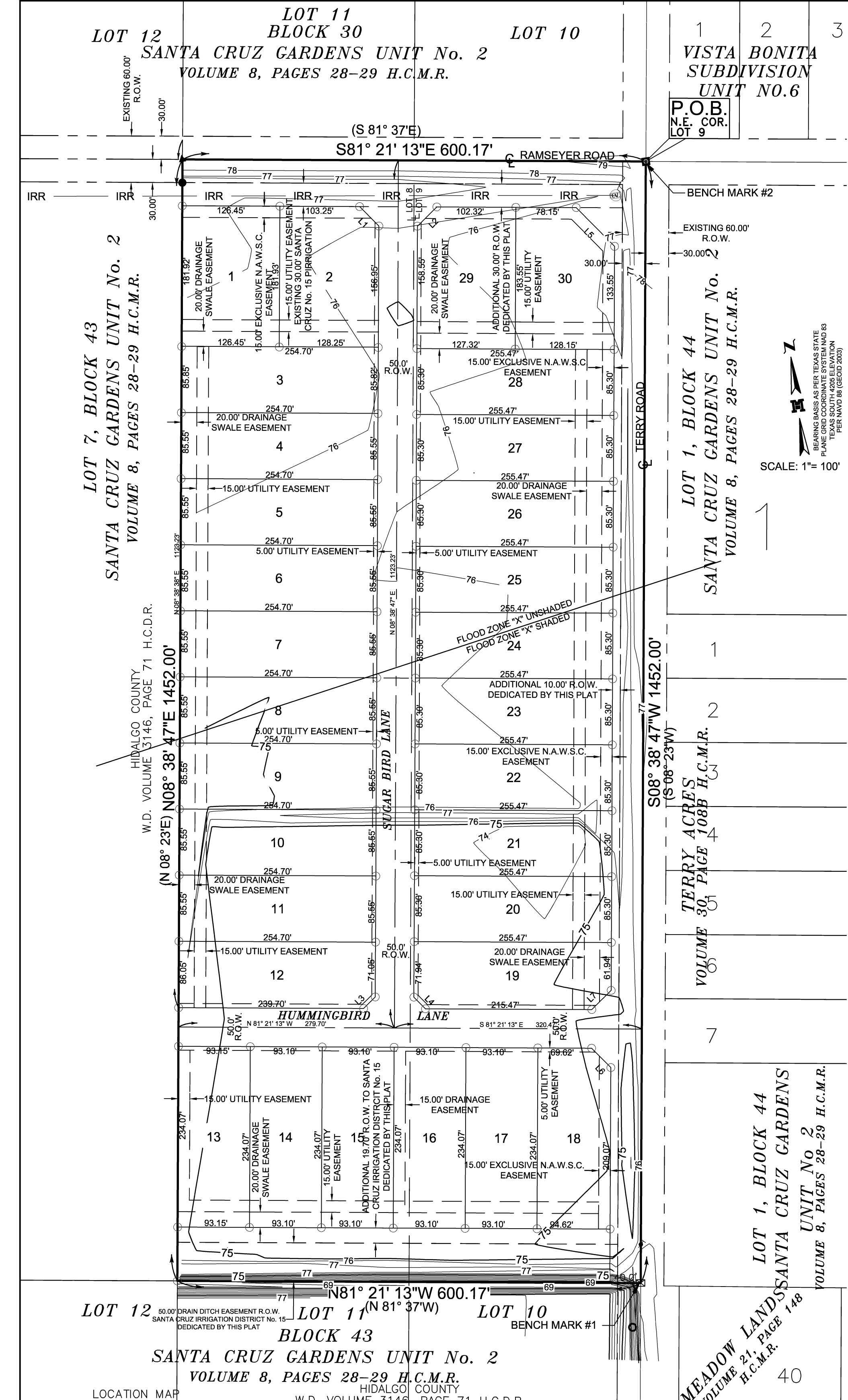
**LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW**

Name of Subdivision:

**Cardinal Lake 1<sup>st</sup> Review**  
Remaining comments not address

Page Page 1 of 1

Item Log	<u>DESCRIPTION OF ITEMS:</u>	Date	Initials
	<i>Plat is subject to additional comments from Planning, Office of Environmental Compliance, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.</i>	09-04-2012	JRT
17	<u>2<sup>ND</sup> SHEET COMMENTS:</u> H.C. ROW dept utility crossing will be required for all water line crossing on Terry Rd and Ramseyer Rd.		
21	Make sure the water and OSSF engineering reports mounts and distribution description are accurate before printing on mylar.		
23	<u>3<sup>RD</sup> SHEET COMMENTS:</u> Provide natural ground topography elevation within subdivision property.		
34	Discharge permit approved by irrigation district and drainage district and will be required		
Item Log	<u>3<sup>RD</sup> Review Comments</u> New additional comments	Date	Initials
47	<u>1<sup>ST</sup> SHEET COMMENTS:</u> Lot 12 does not comply with the minimum 21,780 square footage as required by subdivision rules.	09-12-2012	JRT



GENERAL PLAT NOTES & RESTRICTIONS:

- FLOOD ZONE DESIGNATION: ZONE "X", & "X"(SHADED). ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. ZONE "X" SHADED AREAS OF 500-YEAR FLOOD; AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
- SETBACKS: FROM: 50.00 FEET ALONG RAMSEYER ROAD; FROM: 25.00 FEET ALONG INTERIOR STREET; REAR: 35.00 FEET OR EASEMENT WHICHEVER IS GREATER; SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER; CORNER SIDE: 10.00 FEET CORNER GARAGE SIDE: 18.00 FEET CORNER GARAGE FRONT: 18.00 FEET; CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET: 20.00 FEET.
- NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- NO COMMERCIAL USE SHALL BE ALLOWED ON ALL INTERNAL LOTS 1 THROUGH 28.
- GENERAL NOTE FOR COMMERCIAL LOTS: LOTS 1, 2, 29 & 30 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1, 2, 29 & 30 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: --B.M. NO. 1--ELEV. 77.23'; ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF THIS SUBDIVISION. NAD 83 TEXAS SOUTH 4205. DATUM N:16653969.7260 E: 1119539.6112 --B.M. NO. 2--ELEV. 79.21'; #4 REBAR FOUND IN CONCRETE AT THE CENTER INTERSECTION OF RAMSEYER ROAD & TERRY ROAD. NAD83 TEXAS SOUTH4205. DATUM N:16655405.2720 E:1119758.1310
- IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER IS REQUIRED TO DETAIN A TOTAL OF 33,700 CUBIC FEET 0.774 ACRE-FEET OF STORM WATER RUNOFF; DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: DETENTION WILL BE HELD WITHIN THE DRAINAGE SWALES ALONG THE REAR OF THE LOTS & RUNOFF SHALL BE DISCHARGE INTO THE DITCH ALONG THE SOUTH SIDE OF THIS SUBDIVISION.
- NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSS PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
- NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 1 & 2; LOTS 29 & 30. A 24 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 & 2; LOTS 29 & 30 TO PROVIDE INGRESS AND EGRESS TO LOTS 1 & 2; LOTS 29 & 30 FROM RAMSEYER ROAD.
- ON-SITE SEWAGE FACILITIES (OSSS) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSS FOR ALL LOTS.
  - A. OSSS SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
  - B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
  - C. OSSS SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
  - D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
  - E. APPROVED "OSSS" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- A SPECIAL DESIGN IS REQUIRED FOR ALL OSSS SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
  - 1. ANCHORING OF SEPTIC TANK(S)
  - 2. BACK FLOW VALVES
  - 3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.
- FRANZ R. SCHAMBERGER, THE OWNER & SUBDIVIDER OF CARDINAL LAKE SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSS ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.
- ALL LOTS IN (CARDINAL LAKE SUBDIVISION) ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN (CARDINAL LAKE SUBDIVISION) TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF (CARDINAL LAKE SUBDIVISION) THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING (CARDINAL LAKE SUBDIVISION) BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVING ALL THE LOTS IN (CARDINAL LAKE SUBDIVISION), THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN (CARDINAL LAKE SUBDIVISION) ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY) TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PLEASANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
- LOT 18 THROUGH 28 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO TERRY ROAD. DEVELOPER SHALL BE RESPONSIBLE TO INSTALL A BUFFER FENCE ALONG THE REAR SIDE OF ALL OF LOTS 13 THROUGH 18 AND ALONG THE REAR OF LOTS 19 THROUGH 28 ABUTTING TERRY ROAD.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL LAKE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_ DATE \_\_\_\_\_

HIDALGO COUNTY JUDGE \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: HIDALGO COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF EDINBURG CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL LAKE SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG ON \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR OF THE CITY OF EDINBURG \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: SECRETARY OF THE CITY OF EDINBURG \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF EDINBURG CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.011(B)

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY

DATE \_\_\_\_\_ CHAIRMAN PLANNING & ZONING COMMISSION \_\_\_\_\_

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL LAKE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT ON \_\_\_\_\_ DATE \_\_\_\_\_

HIDALGO COUNTY RIGHT OF WAY DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CARDINAL LAKE SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_ DATE \_\_\_\_\_

ENVIRONMENTAL HEALTH DIVISION MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

DESCRIPTION OF CARDINAL LAKE SUBDIVISION METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 20.006 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOTS 8 & 9, BLOCK 43, SANTA CRUZ GARDENS UNIT NO. 2 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28-29, HIDALGO COUNTY MAP RECORDS, SAID 20.006 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND IN CONCRETE (NORTHING: 16655405.2242; EASTING: 1119758.0978) AT THE NORTHEAST CORNER OF SAID LOT 9, SAID CORNER BEING WITHIN THE INTERSECTION OF RAMSEYER ROAD AND TERRY ROAD;

1. THENCE, S 08°38'47" W ALONG THE EAST LINE OF SAID LOT 9, AT A DISTANCE OF 1,402.00 FEET PASS A 60D NAIL FOUND IN LINE ON THE NORTH LINE OF AN EXISTING DRAIN DITCH EASEMENT FOR SANTA CRUZ IRRIGATION DISTRICT NO. 15, CONTINUING A TOTAL DISTANCE OF 1,452.00 FEET TO AN ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF SAID LOT 9, FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 81°21'13" W ALONG THE SOUTH LINES OF SAID LOT 9 AND SAID LOT 8, AT A DISTANCE OF 300.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF TERRY ROAD AT A DISTANCE OF 40.00 FEET PASS THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE OF TERRY ROAD, AT A DISTANCE OF 300.00 FEET (300.00 FEET MAP CALL) PASS THE SOUTHWEST CORNER OF SAID LOT 9 AND THE SOUTHWEST CORNER OF SAID LOT 8, CONTINUING A TOTAL DISTANCE OF 800.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, FOR THE SOUTHWEST CORNER OF THIS TRACT;

3. THENCE, N 08°38'47" E ALONG THE WEST LINE OF SAID LOT 8, AT A DISTANCE OF 50.00 FEET PASS THE NORTH LINE OF AN EXISTING DRAIN DITCH EASEMENT FOR SANTA CRUZ IRRIGATION DISTRICT NO. 15, AT A DISTANCE OF 1,392.00 FEET PASS A NO. 4 REBAR SET ON THE HEREBY PROPOSED SOUTH RIGHT-OF-WAY LINE OF RAMSEYER ROAD, AT A DISTANCE OF 1,422.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF RAMSEYER ROAD, CONTINUING A TOTAL DISTANCE OF 1,452.00 FEET TO A COTTON PICKER SPINDLE FOUND (NORTHING: 16655405.4508, EASTING: 1119164.7484) AT THE NORTHWEST CORNER OF SAID LOT 8, FOR THE NORTHWEST CORNER OF THIS TRACT;

4. THENCE, S 81°21'13" E (S 81°37' E MAP CALL) ALONG THE NORTH LINES OF SAID LOT 8 AND SAID LOT 9, AT A DISTANCE OF 300.00 FEET (300.00 FEET MAP CALL) PASS THE NORTHEAST CORNER OF SAID LOT 8 AND THE NORTHWEST CORNER OF SAID LOT 9, CONTINUING A TOTAL DISTANCE OF 600.17 FEET TO THE POINT OF BEGINNING, AND CONTAINING 20.006 ACRES OF LAND, MORE OR LESS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: \_\_\_\_\_

STATE OF TEXAS COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, Franz R. Schamberger, AS OWNER OF THE 20.006 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CARDINAL LAKE SUBDIVISION, HEREBY SUBDUCE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CARDINAL ESTATES, LTD., A TEXAS LIMITED PARTNERSHIP DATE: \_\_\_\_\_  
 BY: CARDINAL ADMINISTRATION, LLC  
 FRANK R. SCHAMBERGER, PRESIDENT  
 217 E. Emory  
 McAllen, Texas 78504

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED FRANZ R. SCHAMBERGER, AS OWNER OF THE 20.006 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CARDINAL LAKE SUBDIVISION, HERE BY SUBDUCE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN. I HAVE READ THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

NOTARY PUBLIC, STATE OF TEXAS  
 MY COMMISSION EXPIRES: \_\_\_\_\_

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, FRED L. KURTH, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FRED L. KURTH, PE # 54151  
 DATE PREPARED: AUGUST 14, 2012  
 JOB NO. (ENG.) 12064.00  
 BY: CIRO

TRPE F#1435

STATE OF TEXAS REGISTERED PROFESSIONAL ENGINEER  
 FRED L. KURTH  
 54151  
 LICENSE NO. 4750

STATE OF TEXAS COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR IN TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE CARDINAL LAKE SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION

FRED L. KURTH, RPLS # 4750  
 DATE SURVEYED: 08-14-12  
 BOOK T-937 PGS. 71-72  
 JOB NO. (SUR.) 12064.08

HIDALGO COUNTY REGISTERED PROFESSIONAL LAND SURVEYOR  
 FRED L. KURTH  
 4750

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

FILED FOR RECORD IN HIDALGO COUNTY  
 ARTURO GUJARDO, JR.  
 HIDALGO COUNTY CLERK

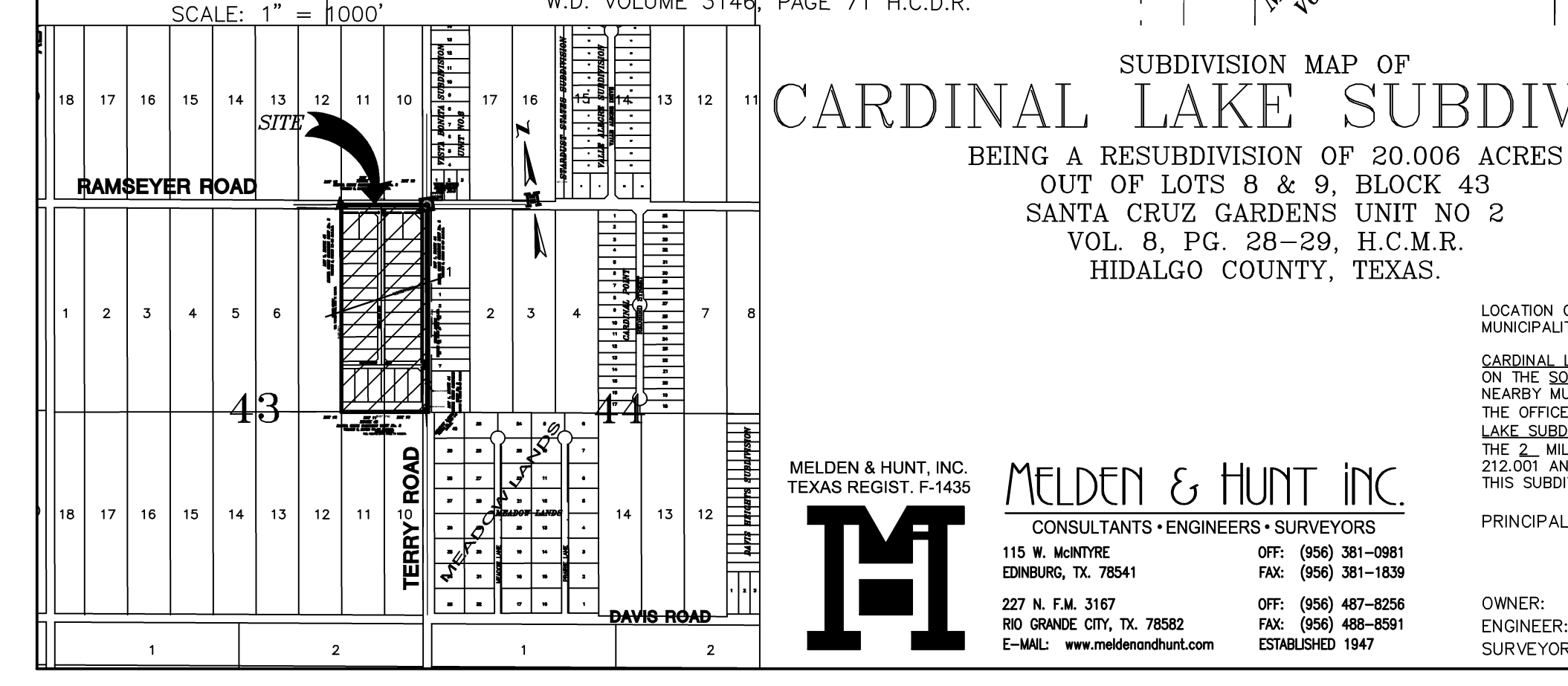
ON: \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
 DOCUMENT NUMBER \_\_\_\_\_  
 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS  
 BY: \_\_\_\_\_ DEPUTY

APPROVED BY IRRIGATION DISTRICT

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT NO. 15 ON THIS DAY OF \_\_\_\_\_ 2012. SUBJECT TO THE FOLLOWING

1.) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE 2.) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL 3.) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENTS OF DISTRICT, AND 4.) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS OR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, THE LOT OWNER BEING RESPONSIBLE TO INSTALL NECESSARY FACILITIES.

SECRETARY \_\_\_\_\_ PRESIDENT \_\_\_\_\_



SUBDIVISION MAP OF CARDINAL LAKE SUBDIVISION BEING A RESUBDIVISION OF 20.006 ACRES OUT OF LOTS 8 & 9, BLOCK 43 SANTA CRUZ GARDENS UNIT NO. 2 VOL. 8, PG. 28-29, H.C.M.R. HIDALGO COUNTY, TEXAS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CARDINAL LAKE SUBDIVISION IS LOCATED IN THE SOUTHWEST PART OF HIDALGO COUNTY ON THE SOUTHWEST INTERSECTION OF RAMSEYER ROAD & TERRY ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 72,100). CARDINAL LAKE SUBDIVISION LIES APPROXIMATELY 2 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021). THIS SUBDIVISION FALLS WITHIN PRECDCT 4.

PRINCIPAL CONTACTS

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	FRANZ R. SCHAMBERGER	217 E. EMORY	MCALLEN, TX. 78504	
ENGINEER:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX. 78541	(956) 381-0981 (956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX. 78541	(956) 381-0981 (956) 381-1839

DRAWN BY: CIRO DATE: 05-03-12  
 IRRIGATION, CHECKED \_\_\_\_\_ DATE: \_\_\_\_\_  
 SURVEYED, CHECKED \_\_\_\_\_ DATE: \_\_\_\_\_  
 FINAL CHECK \_\_\_\_\_ DATE: \_\_\_\_\_

INDEX TO SHEET OF CARDINAL LAKE SUBDIVISION

SHEET 1: HEADING, INDEX, LOCATION MAP AND ETJ, PRINCIPAL CONTACTS, MAP: LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, SANTA CRUZ IRRIGATION DISTRICT, H.C.D.D. NO. 1, HIDALGO COUNTY RIGHT OF WAY DEPARTMENT CERTIFICATE; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / OSSS AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED VAQUERO ESTATES PHASE 2 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA HEADLEY AND ASSOC. DEVELOPER: NORBERTO SALINAS.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE

NUMBER OF LOTS: 59  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: East of FM 1015 approximately 1/4 mile north of Mile 10 North Rd.

SUBDIVISION LIES WITHIN THE:  The rural area of the County.  
 ETJ of \_\_\_\_\_ and was approved administratively by said City.  
 ETJ of Weslaco and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-18-2011 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Storm drainage pipe system and drain ditch excavation for detention.

DISTANCE TO A DRAIN DITCH: Drain ditch is adjacent to the north and the east property line.

ROAD R.O.W. DEDICATION: The existing ROW is in compliance with Thoroughfare Plan and ROW dept.

H.C.R.O.W. APPROVED DATE: 08-18-2011 : By, Roy Gonzalez R.O.W. AGENT

SEWER SYSTEM:  OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Issac Mata.  
 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 08-24-2012  
 SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Western Drive.

H.C.O.E.C. APPROVED DATE: 09-10-2012 : By Ann Marie De La Fuente, Administrative Assistant

### SMALL CONSTRUCTION

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

### LARGE CONSTRUCTION

*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

**Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.**

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_

Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON:

September 27, 2011

STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning, other departments and the approval of the City of \_\_\_\_\_.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

*This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED LOMA VERDE PHASE 2 SUBDIVISION, PRECINCT No. 4.

ENGINEER: QUINTANILLA HEADLEY AND ASSOC. DEVELOPER: KYLE RUPPERT.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE  
NUMBER OF LOTS: 15  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: North side of Mile 22 1/2 North Road at the intersection with Skinner Road.

SUBDIVISION LIES WITHIN THE:  *The rural area of the County.*  
 *ETJ of \_\_\_\_\_ and was approved administratively by said City.*  
 *ETJ of \_\_\_\_\_ and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 04-18-2011 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Onsite drainage detention swales and open land green area.

DISTANCE TO A DRAIN DITCH: Drain ditch is approximately 1 1/2 mile southeast of development.

ROAD R.O.W. DEDICATION: 27.50 feet on Mile 22 1/2 North Road by this plat.

H.C.R.O.W. APPROVED DATE: 04-25-2011 ; By, Roy Gonzales R.O.W. AGENT

SEWER SYSTEM:  OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Issac Mata.  
 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 08-30-2012  
 SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: Moises Road (Delta Orchards No.7 Subd)

H.C.O.E.C. APPROVED DATE: 09-11-2012 ; By Ann Marie De La Fuente, Administrative Assistant

**SMALL CONSTRUCTION**

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

**LARGE CONSTRUCTION**

*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

**Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.**

REQUEST FOR FINAL APPROVAL WITH:  **Cash Deposit:** Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

**A Letter of Credit** Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON:

July 10, 2012

STAFF RECOMMENDS:  **Preliminary Approval** subject to comments and future recommendations by planning, other departments and the approval of the City of \_\_\_\_\_.

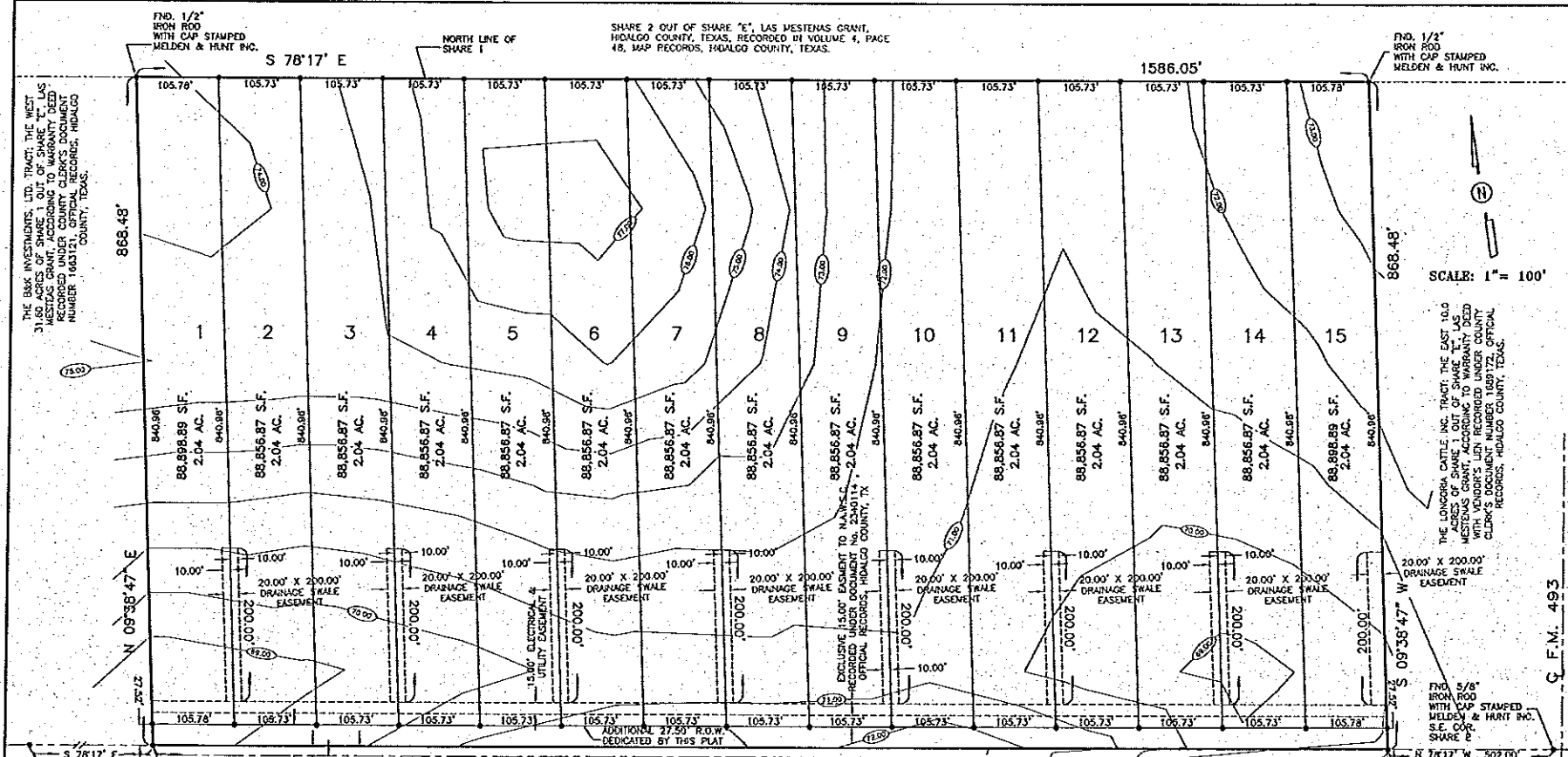
**Preliminary Approval** subject comments and future recommendations by planning and other Departments

**Final Approval** subject to recommendations other departments

**Final Approval** with financial guarantee.

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

\* Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.



**SUBMISSION PLAT OF:  
LOMA VERDE SUBDIVISION No. 2**

A 31.60 ACRE TRACT OF LAND OUT OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2297206, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

**METES AND BOUNDS**  
A 31.60 ACRE TRACT OF LAND OUT OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1683121, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E" AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHWEST CORNER OF THE B&K INVESTMENTS, LTD. (THE WEST 31.60 ACRES OF SHARE 1 OUT OF SHARE "E", LAS MESTENAS GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1683121, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF SAID TRACT AND NORTH BEARS S 78°17' E, 1,585.76 FEET FROM THE SOUTHWEST CORNER OF SHARE 1, SHARE "E".

THENCE S 09°38'47" E, ALONG THE EAST LINE OF THE B&K INVESTMENTS, LTD. TRACT, A DISTANCE OF 868.48 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E" AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE S 09°38'47" W, ALONG THE WEST LINE OF THE LONGHORA CATTLE INC. TRACT, A DISTANCE OF 868.48 FEET TO A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND ON THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E" AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE N 78°17' W, ALONG THE SOUTH LINE OF SHARE 1, THE SOUTH LINE OF SHARE "E", AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 1,585.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 31.60 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SUBDIVISION OF SHARE "E", LAS MESTENAS GRANT, RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE FOR AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA  
R.P.L.S. No. 4858  
DATE 4-10-2012



**STATE OF TEXAS  
COUNTY OF HIDALGO  
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION**

I, KYLE RUPPERT, MANAGER OF THE THREE RUPPERTS I, L.L.C., AS OWNER OF THE 31.60 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOMA VERDE SUBDIVISION No. 2, HEREBY SURRENDER THE LAND AS OBTAINED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

- (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
  - (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STANDARDS OF STATE STANDARDS;
  - (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
  - (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
- I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

THE THREE RUPPERTS I, L.L.C.  
KYLE RUPPERT, MANAGER  
9805 N. EXPRESSWAY 281  
EDINBURG, TEXAS 78542

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared KYLE RUPPERT, MANAGER OF THE THREE RUPPERTS I, L.L.C., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 5th day of September, 2012.

ALIA A. QUINTANILLA  
Notary Public, State of Texas  
My Commission Expires July 23, 2018

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL  
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE LOMA VERDE SUBDIVISION No. 2, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_

Hidalgo County Judge \_\_\_\_\_ Date \_\_\_\_\_  
Hidalgo County Clerk \_\_\_\_\_ Date \_\_\_\_\_

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOMA VERDE SUBDIVISION No. 2, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON \_\_\_\_\_

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LOMA VERDE SUBDIVISION No. 2, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_

ENVIRONMENTAL HEALTH DIVISION MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

NOTE: HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1  
DATE \_\_\_\_\_

**STATE OF TEXAS  
COUNTY OF HIDALGO**

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA  
P.E. No. 95534  
DATE 9-5-12



FILED FOR RECORD IN  
HIDALGO COUNTY  
ARTURO GUJARDO, JR.  
HIDALGO COUNTY CLERK

ON \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
INSTRUMENT NUMBER \_\_\_\_\_  
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

INDEX TO SHEETS  
SHEET 1 - HEADLOG, LOCATION MAP AND E.T.A.; PRINCIPAL CONTRACTS; MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S ACKNOWLEDGMENT; N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY R.O.W. AND HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D. No. 1 CERTIFICATION; REVISION NOTES.

SHEET 2 - MAP OF WATER DISTRIBUTION SYSTEM, MAP OF TOPOGRAPHY AND DRAINAGE AND ENGINEER'S CERTIFICATION, COUNTY CLERK'S RECORDING CERTIFICATE.

SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF SYSTEM, AND ENGINEERING CERTIFICATION; REVISION NOTES, COUNTY CLERK'S RECORDING CERTIFICATE.

PLAT NOTES AND RESTRICTIONS:  
1. FLOOD ZONE STATEMENT:  
FLOOD ZONE DESIGNATION: ZONE "X"  
AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN.  
COMMUNITY-PANEL NUMBER 400334 0350 D  
MAP REVISED: MAY 17, 2001 LQAR

2. MINIMUM BUILDING SETBACK LINES:  
FRONT: 50.00 FEET ALONG MILE 22 1/2 NORTH  
REAR: 35.00 FEET OR EASEMENT, WHICHEVER IS GREATER  
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.

4. MINIMUM FINISH FLOOR NOTE:  
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION. TO VERIFY FLOOD AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS, AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:  
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:  
B.M. No. 1 ELEVATION= 71.48 FND 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT LOCATED ON THE SOUTHEAST CORNER OF THE SUBDIVISION, NAVD 88 DATUM.

6. DRAINAGE:  
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DRAIN A TOTAL OF 74,428.30 FT<sup>2</sup> (1.71 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.

7. DRAINAGE SWALE EASEMENTS NOTE:  
NO FILL OR PILEUPMENTS SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. LEGEND - "R" DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4858, UNLESS OTHERWISE NOTED.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

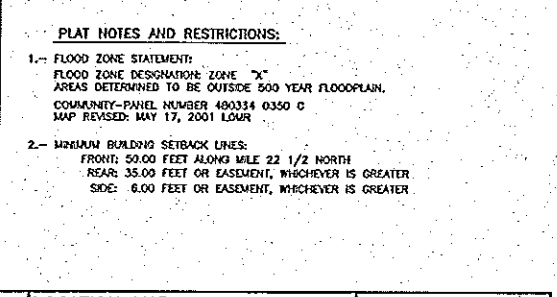
10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MOUEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE EASEMENT.

THE THREE RUPPERTS I, L.L.C.  
KYLE RUPPERT, MANAGER - THE LOMA VERDE SUBDIVISION No. 2  
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

14. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL, OR MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:  
LOMA VERDE SUBDIVISION No. 2, IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22 1/2 NORTH AT THE INTERSECTION OF SKINNER ROAD AND MILE 22 1/2 NORTH. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP BY THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LOMA VERDE SUBDIVISION No. 2, LIES APPROXIMATELY 4.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS NOT WITHIN THE CITY'S THREE AND A HALF MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRESCRIPT No. 4.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: THE THREE RUPPERTS I, L.L.C. KYLE RUPPERT, MANAGER	9805 N. EXPRESSWAY 281	EDINBURG TX, 78542	(956)383-0068	(956)383-2301
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-8480	(956)381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78532	(956)381-8480	(956)381-0527

LOT 2, BLOCK 69, ENGELMAN RE-SUBDIVISION, RECORDED IN VOLUME 6, PAGE 28, MAP RECORDS, HIDALGO COUNTY, TEXAS.

15. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:  
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,790 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

16. ALL LOTS IN LOMA VERDE SUBDIVISION No. 2 ARE HEREBY GRANTED A "DRAINAGE SWALE" EASEMENT WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN LOMA VERDE SUBDIVISION No. 2 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF LOMA VERDE SUBDIVISION No. 2 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY ACTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING LOMA VERDE SUBDIVISION No. 2 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVES ALL THE LOTS IN LOMA VERDE SUBDIVISION No. 2, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN LOMA VERDE SUBDIVISION No. 2 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY, TO RELEASE THE DRAINAGE SWALE EASEMENT ENCOMPASSED BY THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

IN WITNESS WHEREOF the said Grantor executed this instrument this 5th day of September, 2012.

THE THREE RUPPERTS I, L.L.C.  
KYLE RUPPERT, MANAGER  
9805 N. EXPRESSWAY 281  
EDINBURG, TEXAS 78542

ALFONSO QUINTANILLA  
R.P.L.S. No. 4858  
DATE 4-10-2012



FILED FOR RECORD IN  
HIDALGO COUNTY  
ARTURO GUJARDO, JR.  
HIDALGO COUNTY CLERK

ON \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
INSTRUMENT NUMBER \_\_\_\_\_  
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY

**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**  
CONSULTING ENGINEERS LAND SURVEYORS  
124 E. STUBBS ST. PHONE 956-381-8480  
EDINBURG, TEXAS 78539 FAX 956-381-0527  
REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: 4-2-12

SHEET NO. 1	FILED	PREPARED BY	CHECKED BY	APPROVED BY
OF 3 SHEETS				



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED LA VICTORIA PHASE 1 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA, HEADLEY AND ASSOC. DEVELOPER: PAUL DANIEC

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE

NUMBER OF LOTS: 92  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: West of Victoria Road approximately 660 feet south of Walker Road.

SUBDIVISION LIES WITHIN THE:  The rural area of the County.  
 ETJ of \_\_\_\_\_ and was approved administratively by said City.  
 ETJ of Donna and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 08-04-2011 PROPERTY LIES WITHIN FLOOD ZONE: "B" AS PER FEMA.

DRAINAGE DESIGN: Storm drainage pipe system.

DISTANCE TO A DRAIN DITCH: Drain ditch is adjacent to the west and the north side of this development.

ROAD R.O.W. DEDICATION: 30 feet on Victoria Road by this plat.

H.C.R.O.W. APPROVED DATE: 08-05-2011: By, Roy Gonzales R.O.W. AGENT

SEWER SYSTEM:  OSSF & SOIL ANALYSIS WERE CONDUCTED BY \_\_\_\_\_  
 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD  
 SANITARY SEWER BY: Donna LINE SIZE: 8" LOCATION: Mateo St. (Walker Estates)

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: Victoria Road.

H.C.O.E.C. APPROVED DATE: 09-10-2012 : By Ann Marie De La Fuente, Administrative Assistant

### SMALL CONSTRUCTION

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

### LARGE CONSTRUCTION

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

**Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.**

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS  
 A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON:

August 22, 2011.

STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning, other departments and the approval of the City of \_\_\_\_\_.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.





# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM  
Planning Administrator

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 10-02-2012

PROPOSED TIJERINA & RIOS SUBDIVISION, PRECINCT No. 4.

ENGINEER: PEÑA ENGINEERING. DEVELOPER: LEONEL RIOS.

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE  
NUMBER OF LOTS: 1  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: North side of Rogers Road approximately 380 feet west of Tower Road.

SUBDIVISION LIES WITHIN THE:  *The rural area of the County.*  
 *ETJ of \_\_\_\_\_ and was approved administratively by said City.*  
 *ETJ of \_\_\_\_\_ and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 11-22-2011 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swale.

DISTANCE TO A DRAIN DITCH: Approximately 2 miles south of subdivision development.

ROAD R.O.W. DEDICATION: 20 feet to Rogers Road by this plat.

H.C.R.O.W. APPROVED DATE: 02-17-2012; By, J. Benito Rodriguez R.O.W. AGENT

SEWER SYSTEM:  OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Pablo F. Peña.  
 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_  
 SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 6" LOCATION: Rogers Road.

H.C.O.E.C. APPROVED DATE: 09-10-2012; By Ann Marie De La Fuente, Administrative Assistant

**SMALL CONSTRUCTION**

*The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

**LARGE CONSTRUCTION**

*The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.*

**Notice Of Termination (NOT) has been submitted. Final stabilization has been achieved on site.**

REQUEST FOR FINAL APPROVAL WITH:  **Cash Deposit:** Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS  
 **A Letter of Credit** Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_ For:  OSSF(S) \_\_\_\_\_  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON:

July 03, 2012

STAFF RECOMMENDS:  **Preliminary Approval** subject to comments and future recommendations by planning, other departments and the approval of the City of \_\_\_\_\_.

**Preliminary Approval** subject comments and future recommendations by planning and other Departments

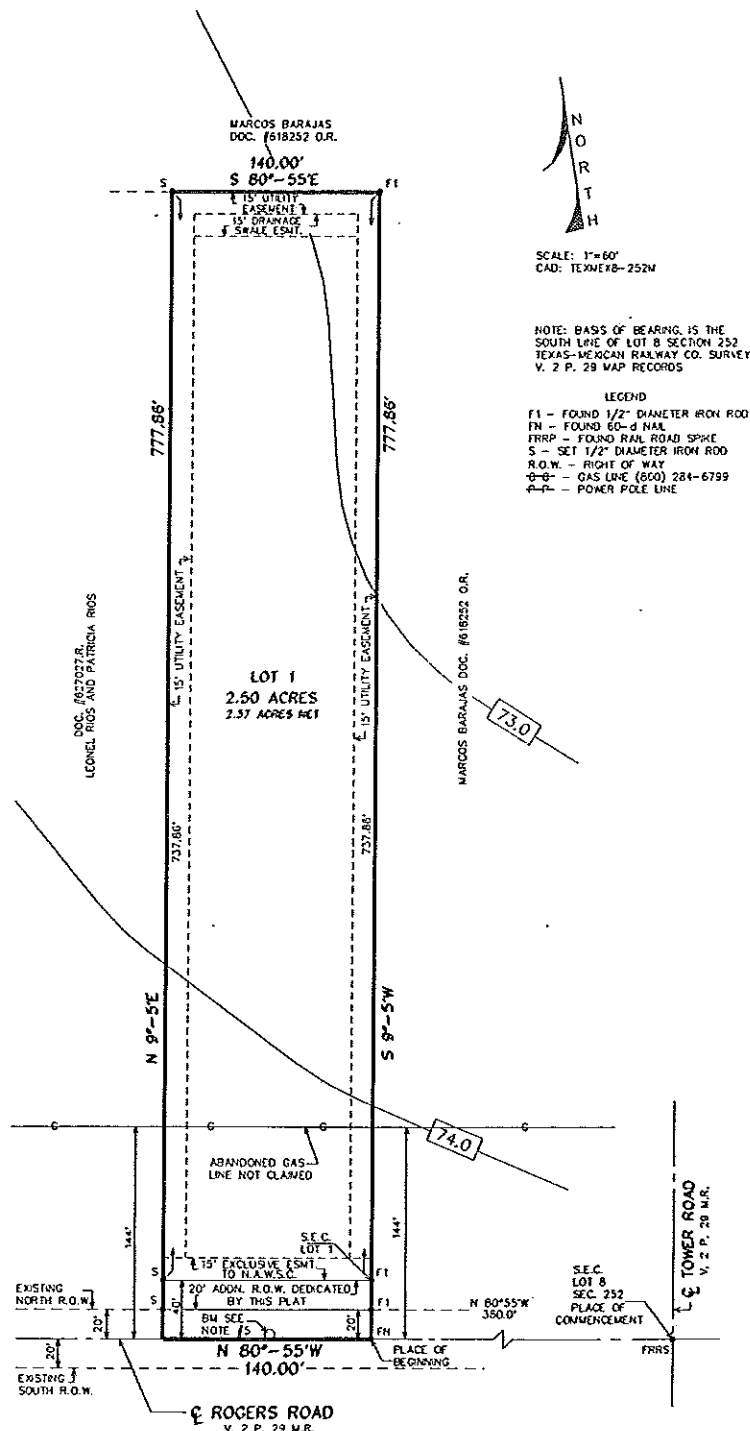
**Final Approval** subject to recommendations other departments

**Final Approval** with financial guarantee.

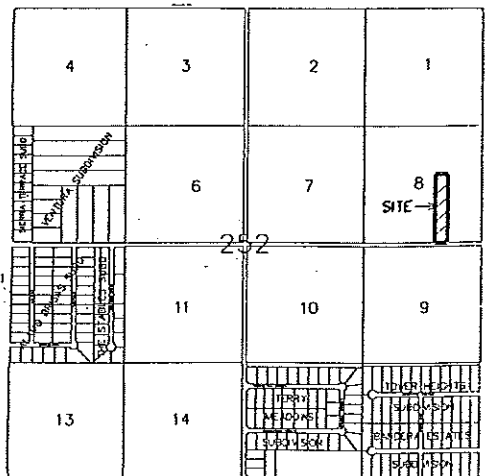
*This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

# SUBDIVISION PLAT OF "TIJERINA & RIOS"

A 2.50 ACRE TRACT OF LAND OUT OF THE WEST 10.00 ACRES OF THE EAST 20.00 ACRES OF LOT 8 SECTION 252, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGE 29 OF THE MAP RECORDS OF SAID COUNTY;



- PLAT NOTES AND RESTRICTIONS**
- THIS AREA IS IN FLOOD ZONE "X" (SHADED) AREAS OF MINIMUM FLOODING: COMMUNITY PANEL NUMBER 480334 0325 D MAP REVISED: JUNE 6, 2000 HOUR MAY 17, 2001 ZONE: "X" (SHADED) - AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
  - CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING OWNER HAS INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
  - MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:  
FRONT: 40.0 FEET SIDE: 15.00 FEET REAR: 30.0 FEET
  - NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT UNLESS PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS, APPLICATIONS OR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
  - MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE CENTERLINE OF ROAD OR 18 INCHES ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
  - BY 1 - ELEVATION 76.62 N.G.V.D. 25 DATUM, DESCRIPTION: PK. HAL SET 3.44 FEET NORTH AND 68.21 FEET WEST FROM THE SOUTHEAST CORNER OF SUBJECT PROPERTY.
  - IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND MODEL SUBDIVISION RULES AND REGULATIONS THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 1209 CUBIC FEET (0.03 ACRES FEET) OF STORM WATER RUNOFF.
  - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
  - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, TREES, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW LESS THAN 18 INCHES MATURE TREES OR GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
  - EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
  - ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.  
(A) OSSF SYSTEM IS BEING DESIGNATED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY USE.  
(B) THE LOT COMPARES WITH THE MINIMUM 21,760 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.  
(C) OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.  
(D) SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.  
(E) APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
  - A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:  
(1) ANCHORING OF SEPTIC TANK(S)  
(2) BACK FLOW VALVES  
(3) SEPTIC TANK COVER SHALL BE ABLE TO SEAL
  - THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBD.
  - LEONEL RIOS, THE OWNER & SUBDIVIDER OF "TIJERINA & RIOS SUBDIVISION" RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF OF THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.
  - ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR SCHOOLS, COMMERCIAL INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.
  - THE LOT IN TIJERINA & RIOS SUBDIVISION IS HEREBY GRANTED AN "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM THE LOT IN TIJERINA & RIOS SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF TIJERINA & RIOS THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY ALSO IS ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOT COMPRISING TIJERINA & RIOS BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSISTENT AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVING THE LOT IN TIJERINA & RIOS, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND THE LOT OWNER, THE ACCEPTANCE OF A DEED TO LOT BY TIJERINA & RIOS ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALE PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICE RECORDS, HIDALGO COUNTY, TEXAS.



LOCATION OF SUBDIVISION WITH RESPECT TO THE CANTONMENTAL JURISDICTION OF A REMOVED PLAT:  
TIJERINA & RIOS SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT NO. 4 AND IS LOCATED IN NORTH HIDALGO COUNTY ON THE NORTH SIDE OF ROGERS ROAD AND IS APPROXIMATELY 3500 FEET WEST OF TOWER ROAD. THE NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 72,424 - 2010 CENSUS). TIJERINA & RIOS SUBDIVISION IS WITHIN THE CITY OF EDINBURG ETI.

## RIGHT OF WAY EASEMENT TO NORTH ALAMO WATER SUPPLY CORPORATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, HIS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONSISTENT EXCEPT THAT WHEN THE PIPELINE(S) IS/ARE INSTALLED, THE EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER MOVES OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTEE HEREBY GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN IN THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS. SUCH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, HIS SUCCESSORS, AND ASSIGNS. THE GRANTEE COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR APPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE 14 OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTEE HAS EXECUTED THIS  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

LEONEL RIOS

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LEONEL RIOS AND MARIA PATRICIA RIOS KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO BE THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

NOTARY PUBLIC IN AND FOR  
HIDALGO COUNTY, TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

## LEGAL DESCRIPTION:

A 2.50 ACRE TRACT OF LAND OUT OF THE WEST 10.00 ACRES OF THE EAST 20.00 ACRES OF LOT 8, SECTION 252, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS AS PER MAP THEREOF RECORDED IN VOLUME 2 PAGE 29 OF THE MAP RECORDS OF SAID COUNTY; SAID 2.50 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 8, THENCE WITH THE SOUTH LINE OF SAID LOT, THE CENTERLINE OF ROGERS ROAD, NORTH 80°-55' WEST 350.00 FEET TO A 60-D HALL FOUND FOR THE SOUTHEAST CORNER HEREOF AND PLACE OF BEGINNING;

THENCE CONTINUING WITH SAID SOUTH LINE, NORTH 80°-55' WEST 140.00 FEET TO THE SOUTHWEST CORNER HEREOF;

THENCE NORTH 09°-05' EAST, AT 20.00 FEET SET A ONE-HALF (1/2) INCH DIAMETER IRON ROD, AT 40.00 FEET SET A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY OF ROGERS ROAD, AT 777.86 FEET IN ALL TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD SET FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH A SOUTH LINE OF MARCOS BARAJAS' TRACT DESCRIBED IN DOCUMENT NUMBER 618252 OFFICIAL RECORDS, SOUTH 80°-55' EAST 140.00 FEET TO A ONE-HALF (1/2) INCH DIAMETER IRON ROD FOUND FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH A WEST LINE OF SAID BARAJAS' TRACT SOUTH 09°-05' WEST, AT 737.86 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD AT THE NORTH RIGHT OF WAY OF SAID ROAD, AT 737.86 FEET FOUND A ONE-HALF (1/2) INCH DIAMETER IRON ROD, AT 737.86 FEET IN ALL TO THE PLACE OF BEGINNING, CONTAINING TWO AND FIFTY HUNDRETHS (2.50) ACRES, MORE OR LESS;

- NOTES:  
SHEET 1: HEADINGS, INDEX, LOCATION MAP AND E.T.; PRINCIPAL CONTACTS; MAP, LOT, STREET AND EASEMENT LAYOUTS; METES AND BOUNDS; SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; COUNTY APPROVAL CERTIFICATION, CITY APPROVAL CERTIFICATE, COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.  
SHEET 2: FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER/OSSF AND ENGINEER'S CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE, COUNTY APPROVAL CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

STATE OF TEXAS  
COUNTY OF HIDALGO

WE, LEONEL RIOS AND MARIA PATRICIA RIOS, OWNERS OF A 2.50 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "TIJERINA & RIOS SUBDIVISION", HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

- THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
- SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
- ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
- GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND CONNECTIONS TO THE LOT MEET, OR WILL MEET THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LEONEL RIOS \_\_\_\_\_ DATE \_\_\_\_\_

MARIA PATRICIA RIOS \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED LEONEL RIOS AND MARIA PATRICIA RIOS PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

NOTARY PUBLIC

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL  
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TIJERINA & RIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_, 2012

HIDALGO COUNTY JUDGE \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: HIDALGO COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TIJERINA & RIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON \_\_\_\_\_, 2012.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR \_\_\_\_\_

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TIJERINA & RIOS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_, 2012.

HIDALGO COUNTY HEALTH DEPARTMENT MANAGER \_\_\_\_\_

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION, ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT OF WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE HOOD #1 RIGHT OF WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HOOD #1

PRESIDENT \_\_\_\_\_ SECRETARY \_\_\_\_\_

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

COUNTY CLERK'S RECORDING CERTIFICATE:

I, \_\_\_\_\_, COUNTY CLERK OF HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK ON \_\_\_\_\_, 2012 AND WAS RECORDED IN BOOK \_\_\_\_\_ SHEET(S) \_\_\_\_\_ THE PLAT RECORDS OF HIDALGO COUNTY AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ ON \_\_\_\_\_, 2012.

HIDALGO COUNTY CLERK \_\_\_\_\_

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE FACTS FOUND ON THE GROUND AT THE TIME OF SURVEY.

PABLO F. PENA, II \_\_\_\_\_ 09-20-2011  
R.P.L.S. No. 5242 DATE OF SURVEY

I, THE UNDERSIGNED, A REGISTERED ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

PABLO F. PENA, JR. \_\_\_\_\_ 09-20-2011  
P.E. No. 34985 DATE OF PREPARATION

PRINCIPAL CONTACTS:  
OWNER: LEONEL RIOS 2810 ROS PRIVATE RD. EDINBURG, TX 78542  
SURVEYOR: PABLO F. PENA, II 1001 W. WHITEHORN, McALLEN, TX 78501 PH: 956-682-8812 FX: 956-631-PENA  
ENGINEER: PABLO F. PENA, JR. 1001 W. WHITEHORN, McALLEN, TX 78501 PH: 956-682-8812 FX: 956-631-7362

**PENA ENGINEERING**  
POST OFFICE BOX 4320  
McALLEN TEXAS 78502  
OFFICE (956) 682-8812  
FAX (956) 631-7362  
TBE FIRM NUMBER F-4950

AI-34321

Precinct #1 18. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Noe Montes, COMM. PCT. #1

Department: COMM. PCT. #1

**Information**

**CAPTION**

Requesting approval to pay balance of Invoice #211-12086 in the amount of \$2,887.20 from Frontera Materials, Inc with authority for County Treasurer to issue check after review and audit procedures have been completed by County Auditor.

**BACKGROUND**

See attached backup. Note that E-10-159-03-30 was a contract on extension for Frontera that was in effect until 4/4/11, and the new Contract C-11-005-04-12 took effect on 4/12/11. Goods/Services were received on 4/5/11 and 4/6/11 not knowing at the time that Extension Contract was expired for 8 Days until new contract took effect.

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1200-431-00-121-005-0-673

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO #650570 has been liquidated. Contract used under this PO has already expired. New contract C-11-005-04-12 took effect on 4-12-11, as stated in background section. As per Noe Montez, Pct. 1 a new requisition will be entered to pay the o/s balance of this invoice/claim, pending CC approval.

Available balance as of 9-27-12 \$20,954.88.

**Attachments**

**Frontera Claim #211-12086**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/19/2012 10:49 AM
Ivan Cantu	Ivan Cantu	09/27/2012 09:29 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Noe Montes		Started On: 09/19/2012 10:08 AM
	Final Approval Date: 09/28/2012	



P.O. BOX 1449  
 ELSA, TX 78543  
 (956) 316-8952

Materials, Inc.

STATEMENT

HIDALGO COUNTY PCT 1  
 1902 JOE STEPHENS ST  
  
 WESLACO, TX 78596

ACCOUNT  
 NUMBER

100990

STATEMENT DATE  
 MO. DAY YR.

8/31/12

AMOUNT ENCLOSED \_\_\_\_\_

PLEASE RETURN THIS STUB WITH YOUR CHECK

BILLING DATE	REFERENCE	DESCRIPTION	CHARGES	CREDITS
4/30/11	211-12086	INVOICE	3,952.08	.00
9/01/11	211-12086	PAYMENT	.00	1,064.88
6/30/12	212-11693	INVOICE	963.50	.00
8/01/12	212-11693	PAYMENT	.00	963.50-
6/30/12	212-11694	INVOICE	1,070.00	.00
8/01/12	212-11694	PAYMENT	.00	1,070.00-
6/30/12	212-11695	INVOICE	25,586.74	.00
8/23/12	212-11695	PAYMENT	.00	25,586.74-
6/30/12	212-11696	INVOICE	1,755.00	.00
8/01/12	212-11696	PAYMENT	.00	1,755.00-
7/23/12	212-11816	INVOICE	1,257.25	.00
8/23/12	212-11816	PAYMENT	.00	1,257.25-
7/23/12	212-11817	INVOICE	1,259.18	.00
8/23/12	212-11817	PAYMENT	.00	1,259.18-
7/31/12	212-11901	INVOICE	383.00	.00
8/30/12	212-11901	PAYMENT	.00	383.00-
7/31/12	212-11902	INVOICE	3,471.10	.00
8/27/12	212-12077	INVOICE	4,539.90	.00
8/27/12	212-12078	INVOICE	30,105.27	.00
8/31/12	212-12172	INVOICE	1,334.33	.00
8/31/12	212-12173	INVOICE	110,909.00	.00
8/31/12	212-12226	INVOICE	1,491.75	.00

**RECEIVED**

PAST DUE

SEP 12 2012

HIDALGO COUNTY  
 COMMISSIONER PCT #1  
 JOE GUERRA

STATEMENT DATE	CURRENT	30 DAYS	60 DAYS	90 DAYS AND OVER	BALANCE DUE
8/31/12	148,380.25	3,471.10	.00	2,887.20	154,738.55

PAY THIS AMOUNT



P.O. BOX 1449  
 ELSA, TX 78543  
 (956) 316-8952

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

*50552570*

CHARGE TO:

HIDALGO COUNTY PCT 1  
 1902 JOE STEPHENS ST  
 WESLACO, TX 78596

INVOICE NO

211-12086

DATE

4/30/11

100990

FROM LA JOYA PLANT  
 PO# 650569, HC PCT#1-WESLACO  
 TICKET #781888

4/04/11	COLD MIX	14.79	72.00	1,064.88 ✓
	TICKET #781972			
4/05/11	COLD MIX	19.54	72.00	1,406.88
	TICKET #782026			
4/06/11	COLD MIX	20.56	72.00	1,480.32

TOTAL AMOUNT DUE

\$3,952.08

THANK YOU

PCT #1  
 ROAD & BRIDGE  
 1-1200431-00-121-005-0-673  
 650569/ R3  
 505570



INVOICE RECEIVED BY:  
Reizendo on 5/4/11  
 GOODS/SERVICES RECEIVED BY:  
see Attachment on 5/4/11

**FRONTERA MATERIALS INC**

REAVIS PIT-(A) REAVIS PIT-(B)  
 CANTU PIT ( )  
 LA JOYA H.M.# 300

*Account*  
*LA JOYA*  
*424-1086*

104000

Ticket Number 141B14  
 DATE: 04/20/11 TIME: 9:50 AM

**DELIVERED TO:**

**SOLD TO:**  
 COUNTY OF HIDALGO PCT# 1

**CUSTOMER NO.**  
 552559

**JOB ORDER NUMBER**  
 552559

TRUCK INFORMATION		MATERIAL LOADED		PLANT NO.
NUMBER	LOADS TODAY	SILO CODE	PRODUCT NAME	REAVIS OPERATOR
R0-42	1	3004	COOL MIX-LA JOYA	01.

**WEIGHT IN TONS**

GROSS	TARE	NET	TONS SOLD TODAY	CASH SALE
25.540	10.050	14.790		

HAULED BY HCPCT#1  
 P U # 550559

**JOB INFORMATION**

LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS RECD.	LOCATION or JOB NAME
1	14.790	14.790		REACT#3 WESTLACO

Driver: Agudo Rcvd By: \_\_\_\_\_ Insp: \_\_\_\_\_

104000

104000

FRONTERA MATERIALS INC  
 REAVIS PLY (A) REAVIS PLY (B)  
 CANTU PLY  
 LA JOYA H.M. 823 (X)

*410001*  
*NO Regalities*

101012

Ticket Number 412240  
 DATE: 05/30/11 TIME: 8:50 AM

<b>SOLD TO:</b> COURTY OF HEDALAY PLY		<b>CUSTOMER NO.</b>		<b>DELIVERED TO:</b>	
<b>TRUCK INFORMATION</b>		<b>JOB ORDER NUMBER</b> 650544		<b>PLANT NO.</b> RPGAN <b>OPERATOR</b>	
LOADS TODAY	TONS TODAY	SILO	CODE	PRODUCT NAME	TONS SOLD TODAY
1	15.542	2004	510	MIX 50/50	
<b>WEIGHT IN TONS</b>		<b>COMMENTS/DIRECTIONS:</b>			
GROSS	TARE	HAULING BY HPECT#1			
20.870	10.420	11 # 550544			
NET 10.450		<b>CONTRACT #</b>		<b>CASH SALE</b>	
← TRUCK MAXIMUMS →				PRICE PER TON \$	
				MATERIAL COST \$	
				HAUL COST \$	
				SALES TAX \$	
				<b>TOTAL \$</b>	
<b>JOB INFORMATION</b>					
LOAD NO.	TONS TODAY	TOTAL TONS TO DATE	TONS REQD.	LOCATION or JOB NAME	
1	15.542	15.542		HPECT#1 MESLAG	

Driver: \_\_\_\_\_ Insp: \_\_\_\_\_

101012

101012

**FRONTERA MATERIALS INC**

REAVIS PIT (A) REAVIS PIT (B)  
 CANTU PIT ( )  
 LA JOYA H. K. #300

*Test  
 No. 2012/1/15*

106020

Ticket Number 141951  
 DATE: 06/20/11 TIME: 8:50 AM

<b>SOLD TO:</b>		<b>CUSTOMER NO.</b>		<b>DELIVERED TO:</b>	
COUNTY OF HIDALGO BOX # 1		<b>JOB ORDER NUMBER</b>		4-41 #3	
		65059			
<b>TRUCK INFORMATION</b>		<b>MATERIAL LOADED</b>		<b>PLANT NO.</b>	
NUMBER	LOADS TODAY	TONS TODAY	PRODUCT NAME	TONS SOLD TODAY	REAVIS
1041	1	29.560	024 GLEB MIX 17 10VA		OPERATOR
<b>WEIGHT IN TONS</b>		<b>COMMENTS/DIRECTIONS:</b>			
GROSS	TARE	NET	TRAILED BY HCF0171		
31.660	11.100	20.560	T # 65059		
<b>TRUCK MAXIMUMS</b>		<b>CONTRACT #</b>			
TOTAL TONS TO DATE		JOB INFORMATION			
1	54.850	TONS REQD.	LOCATION or JOB NAME		
			HCF0171 - WESLAD0		
<b>CASH SALE</b>					
PRICE PER TON	\$				
MATERIAL COST	\$				
HAUL COST	\$				
SALES TAX	\$				
TOTAL	\$				

Driver: Frank Garcia R. Insp: \_\_\_\_\_

106020

Vendor Name FRONTERA MATERIALS, INC.

Vendor No. 125717

Purchase Orders

Invoices

Invoices (with Accounts)

Checks

Claims

Search

Clear Search

Invoice No. 211-12086

PO No.

Key

Date to Pay

From

To

Invoice Number	Date to Pay	Invoice Amount	Check Key	PO Number	Batch
211-12086	08-30-2011	1,064.88	02-00366753	650570	12777
Total		1,064.88			

AI-34499

Precinct #1 18. B.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Sergio Cruz

Submitted By: Cynthia De La Cruz, COMM. PCT.  
#1

Department: COMM. PCT. #1

---

**Information**

**CAPTION**

Discussion and action on resolution in support of City of La Villa citizen access transportation plan application with Valley Metro via LRGVDC.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact to Co.

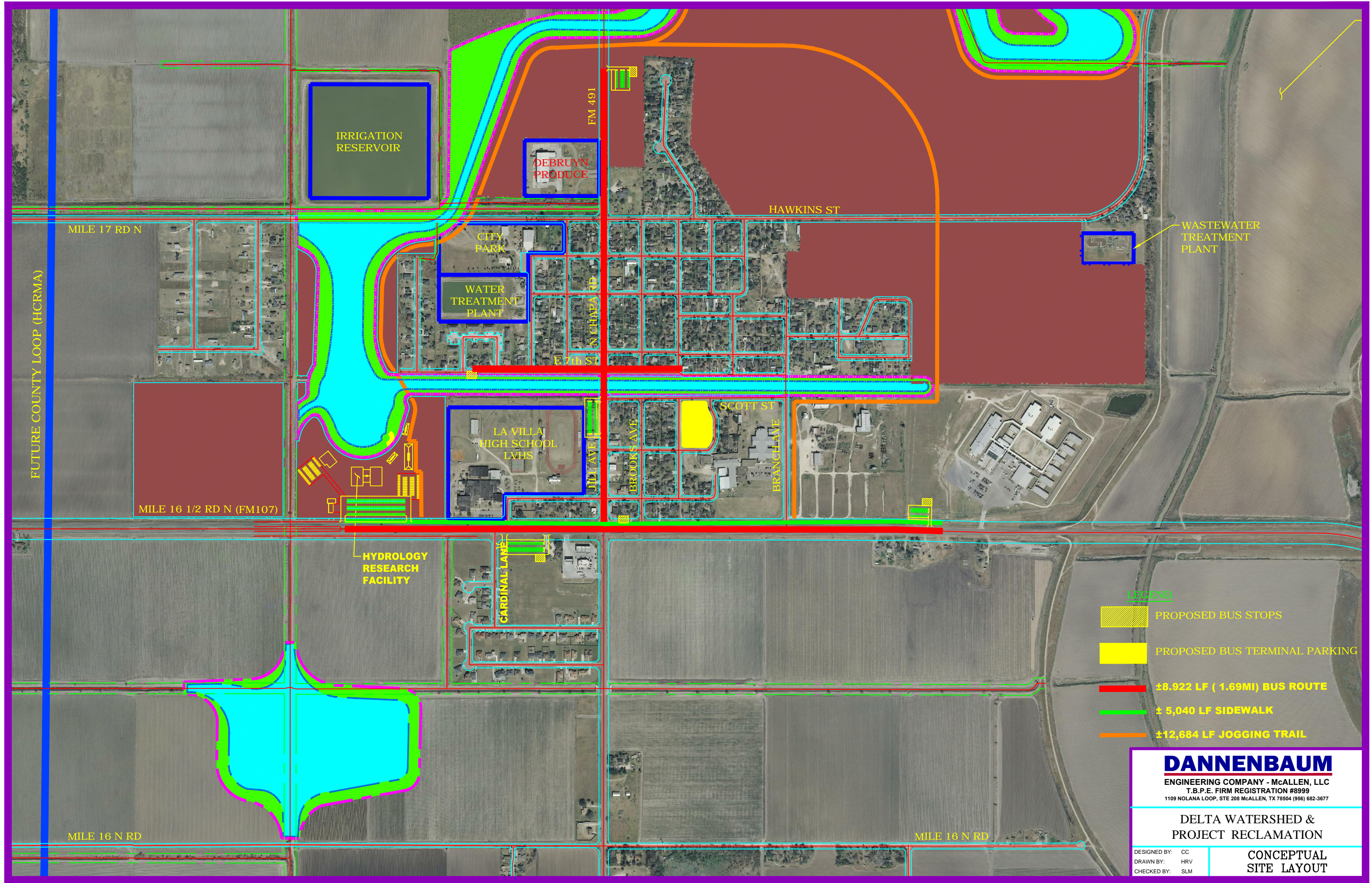
---

**Attachments**

Valley Metro.pdf  
resolution

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 04:26 PM
Ivan Cantu	Ivan Cantu	09/28/2012 08:36 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Cynthia De La Cruz		Started On: 09/27/2012 04:16 PM
	Final Approval Date: 09/28/2012	



- LEGEND**
- PROPOSED BUS STOPS
  - PROPOSED BUS TERMINAL PARKING
  - ±8,922 LF ( 1.69MI) BUS ROUTE
  - ± 5,040 LF SIDEWALK
  - ±12,684 LF JOGGING TRAIL

**DANNENBAUM**  
 ENGINEERING COMPANY - McALLEN, LLC  
 T.B.P.E. FIRM REGISTRATION #8999  
 1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956) 682-3677

**DELTA WATERSHED &  
 PROJECT RECLAMATION**

DESIGNED BY: CC  
 DRAWN BY: HRV  
 CHECKED BY: SLM

**CONCEPTUAL  
 SITE LAYOUT**

## **County of Hidalgo**

### **State of Texas**

#### **Resolution No.**

WHEREAS, the City of La Villa desires to improve the transportation for the underserved citizen's of La Villa, the proposed Delta Watershed, linking the largest employers of the City of La Villa, addressing specific safety issues with the East Hidalgo Detention Center, the Delta Watershed Education and Research Center, and core commercial businesses in the City of La Villa; and

WHEREAS, the City of La Villa has engaged the professional planning services of the City Engineer, Dannenbaum Engineering, to prepare a transportation master plan; and

WHEREAS, the City of La Villa will create a steering committee consisting of stakeholders from the City of La Villa, Hidalgo County, La Villa Independent School District, and business owners with La Villa; and

WHEREAS, the City of La Villa will conduct community surveys, hold a community Town-Hall meeting and meet with the stakeholders to inform and to gather input for the Delta Watershed Master Plan for transportation services; and

WHEREAS, the City of La Villa has created a regional transportation plan that provides for innovative ideas and activities for future development of the City's proposed Master Plan area; and

WHEREAS, the La Villa Board of Alderman have expressed a desire to undertake the recommendation for transportation services; and

NOW THEREFORE; the Hidalgo County Commissioners Court endorse the City of La Villa's Transit Master Plan, and its efforts to improve the City's development plans by connecting the underserved citizen's of La Villa, the proposed Delta Watershed, linking the largest employers of the City of La Villa, addressing specific safety issues with the East Hidalgo Detention Center, the Delta Watershed Education and Research Center, and core commercial businesses in the City of La Villa; and

ADOPTED THE 1<sup>ST</sup> DAY OF OCTOBER 2012.

---

Ramon Garcia, County Judge

---

Joel Quintanilla, Commissioner Pct. 1

---

Hector "Tito" Palacios, Commissioner Pct. 2

---

Joe M. Flores, Commissioner Pct. 3

---

Joseph Palacios, Commissioner Pct. 4

---

Attest, Hidalgo County Clerk

---

Approved as to Form

Stephen L. Crain, Attorney

**Atlas, Hall, & Rodriguez, LLP**

AI-34507

19. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Sylvia Rios, HUMAN  
RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

**Information**

**CAPTION**

Precinct #2 - Road Maintenance:

1. Approval of ratification of continued employment for employees under the following temporary positions past the September 13, 2012 date due to time delay in hiring and approval to extend those positions until December 31, 2012:

Slot #	Position title	Budgeted Salary
T 081	Heavy Equipment Operator III	\$ 34,360.00
T 082	Heavy Equipment Operator III	\$ 34,360.00
T 083	Mechanic I	\$ 23,385.00

2. Approval of transfer.
3. Approval of revised salary schedule.

**BACKGROUND**

Continued employment for the following employees: Employee No.'s 071293, 029718 and 037001

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1200-431-00-122-006-0-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

FUNDS FOR THE EXTENSION OF THE POSITIONS AVAILABLE FROM WITHIN THE DEPARTMENTS OPERATING BUDGET, PENDING APPROVAL OF INTRADEPARTMENTAL TRANSFER

**Attachments**

**PARS**

**BACKUP**

**Form Review**

**Inbox**  
Purchasing Department  
Form Started By: Sylvia Rios

**Reviewed By**  
Angela Garcia  
  
Final Approval Date: 09/28/2012

**Date**  
09/28/2012 08:44 AM  
Started On: 09/28/2012 08:29 AM



# HIDALGO COUNTY

RECEIVED

SEP 25 2012

## Personnel Adjustment Request Form Human Resources

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PRECINCT #2 - ROADD MAINTENANCE

DATE: 9/24/2012

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR III

CURRENT SLOT. #: T081 & T082

REQUESTED POSITION TITLE:  
(For new positions or reclassifications)

**REQUEST FOR:**

New Position       Temporary Position       Position Reclassification\*       Other EXTENSION OF POSITIONS

\*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount: \$ \_\_\_\_\_ \$ 34,360 X 2 \$ 34,360 X 2  
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

Current Department Budget       Annual Budget Cycle       Will Require Additional Funds  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113  Part Time Employee Object 114  \$16.52 \$16.5192 815  
TEMPORARY Enter hourly rate for temp. positions  
Full Time Temporary Object 121  Part Time Temporary Object 122  \$ \_\_\_\_\_  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

ASAP Start Date      12/31/2012 End Date      MON.-FRI / 8AM-5PM Working Days & Hours      40 Hours Per Week      6 MONTHS Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt  Non-Exempt  N/A  FLSA: Exempt  Non-Exempt

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)

THESE TWO POSITIONS WILL BE UTILIZED FOR IN-HOUSE (COUNTY FORCE) FOR MINNESOTA ROAD IMPROVEMENT PROJECT.

**NEW POSITION:** Brief job description and attach a copy of the new job description.

SEE ATTACHED JOB DESCRIPTION

**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

Ratification of continued employment recommended by the Budget Officer. *ajr*

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

*Hector Peralta*

- |    |   |           |                                   |   |  |
|----|---|-----------|-----------------------------------|---|--|
| 1. | DEPARTMENT HEAD                                     | 9/24/2012 | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| 2. | <i>Esther A. Cortez</i><br>HUMAN RESOURCES DIRECTOR | 09.28.12  | PERSONNEL PROCEDURES COMPLETED    | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| 3. | DEPARTMENT OF BUDGET & MANAGEMENT                   | 9/28/2012 | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| 4. | COMMISSIONERS COURT APPROVAL                        | DATE      |                                   |   |  |



**NEW POSITION:** Brief job description and attach a copy of the new job description.

SEE ATTACHED JOB DESCRIPTION

**POSITION RECLASSIFICATION:** Explain change and /or increase in duties and responsibility. (Attach new job description)

**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

**COMMENTS:** (Any comments you wish to make regarding this request)

**HUMAN RESOURCES:** Classification and Salary Recommendation

Ratification of continued employment recommended by the Budget Officer. *ape*

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

*Alexander P. ...*

1.	DEPARTMENT HEAD	9/24/2012	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
2.	<i>Esther A. Cortez/ape</i> HUMAN RESOURCES DIRECTOR	09.28.12	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	<i>[Signature]</i> DEPARTMENT OF BUDGET & MANAGEMENT	9/28/2012	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

**HIDALGO COUNTY  
ROAD & BRIDGE  
PAVED/UNPAVED**

**Job Title:** Heavy Equipment Operator III      **FLSA Status:** Non-Exempt

**Department:** 121-124      **Civil Service Status:** Exempt

---

**SUMMARY**

Drives and operates motor grader, excavator and various heavy equipment. Responsible for preparing sub grade for paving. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Employee will be expected to grade roads, spread caliche and prepare road sub grade.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Ability to provide supervision of assigned road crew.
- Regular attendance is a must.
- Get along with co-workers.

**QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE**

- High School diploma or General Education Degree (GED) preferred;
- Employee must have at least eight years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.
- Ability to obtain certification as needed.

#### **OTHER SKILLS AND ABILITIES**

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Knowledge of reading engineer cuts and grades
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform all duties of Heavy Equipment Operator I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

#### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

#### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually loud.

### **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

### **ACCIDENT PREVENTION PROGRAM**

Required to follow all department's safety regulations.

**HIDALGO COUNTY  
ROAD & BRIDGE  
PAVED/UNPAVED**

**Job Title:** Mechanic I

**FLSA Status:**

**Non-Exempt**

**Department:** 121-124

**Civil Service Status:**

**Exempt**

**SUMMARY**

Assist with the maintenance and repair of all gasoline and diesel-power vehicles, machinery, small engines and equipment. Assists with the maintenance and repair of heavy equipment and rebuilding of engines and transmissions.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Will be required to repair and/or replace tires as needed.
- Assists with repairs and performs preventative maintenance on all Precinct equipment.
- Assists with trouble-shooting and cost estimates on repair jobs and preventative maintenance.
- Assists with the removal of such units as engine, transmission or differential.
- Assists with raising vehicle with hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle.
- Assists with repairing parts such as crankshafts and cylinder blocks.
- Assists with rewiring ignition system, lights and instrument panels.
- Assists with relines and adjusts brakes, repairs or replaces shock absorbers and solders leaks in radiators.
- Assists with the repair of hydraulic systems, diesel engines, gasoline engines and heavy equipment.
- Will be required to order and stock all pertinent supplies and parts as needed.
- Must keep detailed daily log of activities.
- Regular attendance is a must.
- Ability to work well with others.

**QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**EDUCATION and/or EXPERIENCE**

- High School diploma or general education degree (GED), preferred;
- Two years of increasingly responsible auto repair experience; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

## **OTHER SKILLS AND ABILITIES**

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Employee may be assigned other duties in addition to those listed: duties may change according to the changing needs of the County.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job

The noise level in the work environment is usually moderate.

## **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

**ACCIDENT PREVENTION PROGRAM**

Required to follow all department's safety regulations.

**HIDALGO COUNTY**  
**DEPARTMENT OF BUDGET & MANAGEMENT**  
**FISCAL NOTE**

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: **Commissioner' Court**  
 From: **Sergio Cruz, Budget Officer**  
 CC Date: **Monday, October 01, 2012**

Agenda Item: \_\_\_\_\_ 34507

**Summary of request/proposal:**

**PCT. 2 RD MAINTENANCE (1200):**

Approval of ratification of continued employment for employees under the following temporary positions past the September 13, 2012 date, due to time delay in hiring and approval to extend those positions until December 31, 2012:

Fund	Position	Slot#	Obj	Current		Total	
				Budgeted Salary	Adjustment Requested	Budgeted Salary	Adjustment Requested
1200	HEAVY EQUIPMENT OPERATOR III	T081	121	0.00	34,360.00	34,360.00	
1200	HEAVY EQUIPMENT OPERATOR III	T082	121	0.00	34,360.00	34,360.00	
1200	MECHANIC I	T083	121	0.00	23,385.00	23,385.00	
					0.00	0.00	
				0.00	92,105.00	92,105.00	

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - TEMP F/T EMPLOYEES	\$23,290.92
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - HEALTH INSURANCE	\$0.00
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - LIFE INSURANCE	\$0.00
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - FICA	\$1,781.76
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - RETIREMENT	\$0.00
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - UNEMPLOYMENT COMP	\$116.45
2-1200-431-00-122-006-0-	PCT. 2 RD MAINTENANCE - WORKERS COMP	\$0.00
2012 Budgetary Impact		\$25,189.13

2013 Budgetary Impact: N/A

**Possible Funding Sources:** WITHIN DEPT.'S OPERATING BUDGET

**Comments:**


HIDALGO COUNTY  
COMMISSIONER COURT  
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

AI - 34507

**PCT. 2 ROAD MAINTENANCE**

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0002	113	FIELD OPERATIONS DIRECTOR	\$67,158.00	\$0.00	\$67,158.00	0	\$0.00	\$0.00	\$67,158.00	\$67,158.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67,878.00
0006	113	SAFETY COORDIN	\$42,710.00	\$0.00	\$42,710.00	0	\$0.00	\$0.00	\$42,710.00	\$42,710.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,430.00
0009	113	ASSISTANT FIELD OPERATIONS DIRECTOR	\$39,578.00	\$0.00	\$39,578.00	0	\$0.00	\$0.00	\$39,578.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0011	113	HEAVY EQUIPMENT OPERATOR III	\$34,670.00	\$0.00	\$34,670.00	0	\$0.00	\$0.00	\$34,670.00	\$32,551.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,551.00
0012	113	HEAVY EQUIPMENT OPERATOR III	\$34,670.00	\$0.00	\$34,670.00	0	\$0.00	\$0.00	\$34,670.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0014	113	MECHANIC III	\$34,743.00	\$0.00	\$34,743.00	0	\$0.00	\$0.00	\$34,743.00	\$34,743.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,583.00
0016	113	HEAVY EQUIPMENT OPERATOR II	\$30,384.00	\$0.00	\$30,384.00	0	\$0.00	\$0.00	\$30,384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0019	113	FOREMAN	\$37,800.00	\$0.00	\$37,800.00	0	\$0.00	\$0.00	\$37,800.00	\$37,800.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,280.00
0022	113	TRUCK DRIVER III	\$28,813.00	\$0.00	\$28,813.00	0	\$0.00	\$0.00	\$28,813.00	\$26,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,500.00
0023	113	TRUCK DRIVER III	\$28,535.00	\$0.00	\$28,535.00	0	\$0.00	\$0.00	\$28,535.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0024	113	TRUCK DRIVER III	\$28,535.00	\$0.00	\$28,535.00	0	\$0.00	\$0.00	\$28,535.00	\$26,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,500.00
0026	113	TRUCK DRIVER I	\$27,572.00	\$0.00	\$27,572.00	0	\$0.00	\$0.00	\$27,572.00	\$26,140.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,340.00
0027	113	TRUCK DRIVER II	\$27,136.00	\$0.00	\$27,136.00	0	\$0.00	\$0.00	\$27,136.00	\$26,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,140.00
0028	113	TRUCK DRIVER II	\$27,016.00	\$0.00	\$27,016.00	0	\$0.00	\$0.00	\$27,016.00	\$27,016.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,156.00
0029	113	TRUCK DRIVER II	\$27,016.00	\$0.00	\$27,016.00	0	\$0.00	\$0.00	\$27,016.00	\$27,016.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,676.00
0030	113	TRF SA/SPC III	\$26,991.00	\$0.00	\$26,991.00	0	\$0.00	\$0.00	\$26,991.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0032	113	TRUCK DRIVER II	\$26,790.00	\$0.00	\$26,790.00	0	\$0.00	\$0.00	\$26,790.00	\$26,790.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,170.00
0033	113	MAINTENANCE I	\$26,265.00	\$0.00	\$26,265.00	0	\$0.00	\$0.00	\$26,265.00	\$23,169.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,169.00
0034	113	TRUCK DRIVER II	\$26,059.00	\$0.00	\$26,059.00	0	\$0.00	\$0.00	\$26,059.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0035	113	MAINTENANCE II	\$25,204.00	\$0.00	\$25,204.00	0	\$0.00	\$0.00	\$25,204.00	\$24,685.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,685.00
0037	113	TRF SA/SPC I	\$24,355.00	\$0.00	\$24,355.00	0	\$0.00	\$0.00	\$24,355.00	\$24,355.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,655.00
0038	113	MAINTENANCE I	\$23,753.00	\$0.00	\$23,753.00	0	\$0.00	\$0.00	\$23,753.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0040	113	MAINTENANCE I	\$23,338.00	\$0.00	\$23,338.00	0	\$0.00	\$0.00	\$23,338.00	\$21,164.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,164.00
0041	113	MAINTENANCE I	\$22,984.00	\$0.00	\$22,984.00	0	\$0.00	\$0.00	\$22,984.00	\$18,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,564.00
0042	113	MAINTENANCE I	\$22,984.00	\$0.00	\$22,984.00	0	\$0.00	\$0.00	\$22,984.00	\$18,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,564.00
0043	113	MAINTENANCE I	\$22,703.00	\$0.00	\$22,703.00	0	\$0.00	\$0.00	\$22,703.00	\$18,564.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,564.00
0044	113	TRAF SA/SP I	\$22,345.00	\$0.00	\$22,345.00	0	\$0.00	\$0.00	\$22,345.00	\$22,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,345.00
0045	113	TRAFFIC SAFETY SPECIALIST I	\$22,345.00	\$0.00	\$22,345.00	0	\$0.00	\$0.00	\$22,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0061	113	MECHANIC II	\$28,500.00	\$0.00	\$28,500.00	0	\$0.00	\$0.00	\$28,500.00	\$28,500.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,980.00
0064	113	HEAVY EQUIPMENT OPERATOR I	\$24,360.00	\$0.00	\$24,360.00	0	\$0.00	\$0.00	\$24,360.00	\$24,360.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,660.00
0065	113	HEAVY EQUIPMENT OPERATOR I	\$24,360.00	\$0.00	\$24,360.00	0	\$0.00	\$0.00	\$24,360.00	\$24,360.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,900.00
0068	113	MECHANIC I	\$28,500.00	\$0.00	\$28,500.00	0	\$0.00	\$0.00	\$28,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0071	113	MAINTENANCE I	\$22,703.00	\$0.00	\$22,703.00	0	\$0.00	\$0.00	\$22,703.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0072	113	MAINTENANCE I	\$22,703.00	\$0.00	\$22,703.00	0	\$0.00	\$0.00	\$22,703.00	\$19,864.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$19,864.00
0073	113	MAINTENANCE I	\$22,703.00	\$0.00	\$22,703.00	0	\$0.00	\$0.00	\$22,703.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
A078	113	ENGINEERING TECHNICIAN II	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00
0079	113	RIGHT OF WAY AGENT V	\$0.00	\$64,066.00	\$64,066.00	0	\$0.00	\$0.00	\$64,066.00	\$64,066.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,546.00

HIDALGO COUNTY  
COMMISSIONER COURT  
2012 SALARY SCHEDULE

2-1200-431-00-122-006-0

AI - 34507

**PCT. 2 ROAD MAINTENANCE**

Slot #	Obj Code	POSITION TITLE	2011 BUDGETED SALARY	2012 ADJUSTED SALARY	2012 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2012 BUDGETED SALARY APPROVED	2012 ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0080	113	RIGHT OF WAY AGENT V	\$0.00	\$64,066.00	\$64,066.00	0	\$0.00	\$0.00	\$64,066.00	\$64,066.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,366.00
<b>EXTEND THE FOLLOWING TEMPORARY POSITIONS:</b>																
T081	121	HEAVY EQUIPMENT OPERATOR III	\$0.00	\$34,360.00	\$34,360.00	0	\$0.00	\$0.00	\$34,360.00	\$34,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,360.00
T082	121	HEAVY EQUIPMENT OPERATOR III	\$0.00	\$34,360.00	\$34,360.00	0	\$0.00	\$0.00	\$34,360.00	\$34,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,360.00
T083	121	MECHANIC I	\$0.00	\$23,385.00	\$23,385.00	0	\$0.00	\$0.00	\$23,385.00	\$23,385.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,385.00
0084	113	ROAD CONSTRUCTION FOREMAN	\$0.00	\$46,747.00	\$46,747.00	0	\$0.00	\$0.00	\$46,747.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0085	113	ROAD MAINTENANCE FOREMAN	\$0.00	\$46,747.00	\$46,747.00	0	\$0.00	\$0.00	\$46,747.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0086	113	HEAVY EQUIPMENT OPERATOR IV/ EXCAVA	\$0.00	\$40,078.00	\$40,078.00	0	\$0.00	\$0.00	\$40,078.00	\$40,078.00	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,338.00
0087	113	CONSTRUCTION INSPECTOR	\$0.00	\$40,078.00	\$40,078.00	0	\$0.00	\$0.00	\$40,078.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0088	113	ENGINEERING TECHNICIAN IV	\$0.00	\$40,078.00	\$40,078.00	0	\$0.00	\$0.00	\$40,078.00	\$38,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,000.00
			\$1,006,281.00	\$433,965.00	\$1,440,246.00		\$0.00	\$0.00	\$1,440,246.00	\$967,873.00	\$10,800.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$984,673.00

**Approval of ratification of continued employment for employees under the above highlighted temporary positions past the September 13, 2012 date due to time delay in hiring and approval to extend those positions until December 31, 2012.  
All personnel actions pending CC approval.**



AI-34158

Precinct #2 19. B.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

---

**Information**

**CAPTION**

Pct. 2 R&B (1200):

1. Approval of Certification of Revenues as certified by the County Auditor for revenues received from PSJA Independent School District for their contribution towards El Gato Rd. project.

2. Approval of 2012 appropriation of funds into Precinct 2 Rd. Maintenance in the amount of \$66,120.90 to fund other road improvement projects.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1200-XXX-00-122-XXX-0-XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of \$66,120.90 into Pct. 2 Rd. Maintenance

---

**Attachments**

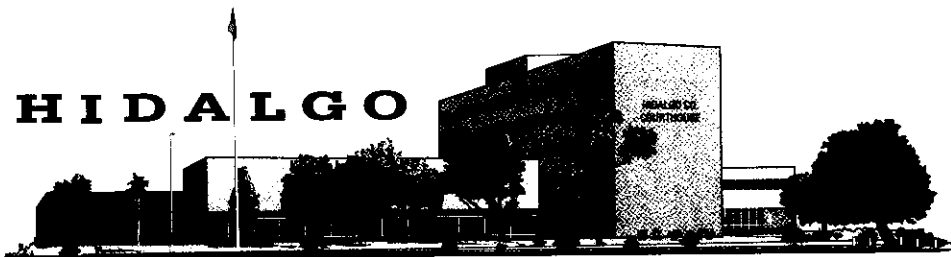
Certification of Revenues Letter

Appropriation

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/19/2012 03:00 PM
Roland Garcia	Rolando Garcia	09/21/2012 10:18 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Katia Garcia		Started On: 09/12/2012 08:11 AM
	Final Approval Date: 09/28/2012	

# COUNTY *of* HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

September 14, 2012

The Honorable Ramon Garcia, Hidalgo County Judge  
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1  
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

## RE: Certification of Revenue

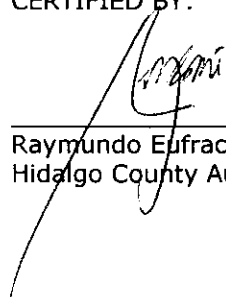
Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the reimbursement to Pct. 2 for road improvements for El Gato Road in amount of \$66,120.90. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

9/19/12  
Date

### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.  
JUDGE, 52<sup>ND</sup> D.C.

RODOLFO DELGADO  
JUDGE, 90<sup>TH</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 139<sup>TH</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 206<sup>TH</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 275<sup>TH</sup> D.C.

MARIO E. RAMIREZ, JR.  
JUDGE, 322<sup>ND</sup> D.C.

NOE GONZALEZ  
JUDGE, 379<sup>TH</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 389<sup>TH</sup> D.C.

AIDA SALINAS FLORES  
JUDGE, 398<sup>TH</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 430<sup>TH</sup> D.C.

JESSE CONTRERAS  
JUDGE, 449<sup>TH</sup> D.C.



AI-34309

Precinct #3 20. A.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

---

**Information**

**CAPTION**

Requesting approval of the following claim/invoice with authorization for County Treasurer to issue payment/check after review, audit and processing procedures are completed by County Auditor:

Hidalgo County Clerk Invoice #0800757 in the amount of \$28.00 (warranty deed)

**BACKGROUND**

PO# 561271 had been issued for this in 2006: bill was never paid.  
Will be paid with Pct #3 account 2-1200-431-00-123-005-0-711.

---

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1200-431-00-123-005-0-711

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Available funds as of 9/20/12 are \$380.00.

---

**Attachments**

**Invoice**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/18/2012 01:37 PM
Perla Lopez	Perla Lopez	09/19/2012 09:19 AM
Auditor's Office	Angela Garcia	09/20/2012 10:35 AM
Perla Lopez	Perla Lopez	09/20/2012 01:24 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Norma Ceballos		Started On: 09/18/2012 12:17 PM
	Final Approval Date: 09/28/2012	

Official Receipt for Recording in:

Hidalgo County Clerk  
P.O. Box 58  
Edinburg, TX 78540

RECEIVED BY  
COUNTY CLERK

2012 JUN 22 PM 2 48

062812-272566A

Issued To:

HIDALGO COUNTY ROW DEPT.  
509 EAST EARLING RD.  
283-8134  
SAN JUAN TX 78589

Recording Fees

Document Description	Number	Recording Amount
Recording	1668623	28.00
WARRANTY DEED MILE 8 N RD		
		28.00

Collected Amounts

Payment Type	Amount
ESCROW/CHARGE ACCNT	28.00
	28.00

Total Received : 28.00  
 Less Total Recordings: 28.00  
 -----  
 Change Due : .00

Thank You

ARTURO GUAJARDO JR. - County Clerk

By - Maryne Alanis

Receipt#	Date	Time
0800757	09/26/2006	02:10p

Reprinted By: Yessica Cortez  
Reprinted On: 04/30/2012 02:07p

RECEIVED  
MAY 08 2012  
RIGHT OF WAY DEPT.

Hidalgo County  
Eddy Trevino  
County Clerk  
Edinburg, TX 78540



RECEIVED BY  
COUNTY CLERK

Instrument Number: 2006-1668623

As 2012 JUN 22 PM 2 48

Recorded On: September 28, 2006

Recording

Billable Pages: 4

Number of Pages: 5

Parties:  
To

Comment: WARRANTY DEED MILE 8 N RD

\*\* Examined and Charged as Follows: \*\*

Recording	28.00
Total Recording:	28.00

*Car. m. 3 low*

INVOICE RECEIVED BY  
Jan Solin ON 6/12/12  
GOODS/SERVICES RECEIVED BY  
Jan Solin ON 9/28/06

*2-1200-431-00-123-005-0-339*

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*  
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1668623  
Receipt Number: 800757  
Recorded Date/Time: September 28, 2006 02:10P

Record and Return To:

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT  
509 E. EARLING ROAD  
SAN JUAN TX 78589

User / Station: M Alanis - Cash Station 04



STATE OF TEXAS  
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino  
County Clerk  
Hidalgo County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.**  
Chapter 11, Sec. 11.008 Texas Property Code

1668623

**MILE 8 NORTH ROAD  
WARRANTY DEED**

**THE STATE OF TEXAS  
COUNTY OF**

§  
§ **KNOW ALL MEN BY THESE PRESENTS:**  
§

That I, Luis E. Padula, owning, occupying and claiming other property as homestead, whose address is 1109 South Cynthia, McAllen, Hidalgo County, Texas 78501, "Grantor", for and in consideration of the sum of **ONE AND 11/100 DOLLARS** to the undersigned paid by the "Grantee" herein named, the receipt and sufficiency of which is hereby acknowledged and for which no lien is retained either expressed or implied, has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto Hidalgo County, whose address is 509 E. Earling Road San Juan, Hidalgo County, Texas 78589, all of the following described real property in McAllen, Hidalgo County, Texas to-wit:

**SEE EXHIBIT "A" attached hereto and made a part hereof for all purposes.**

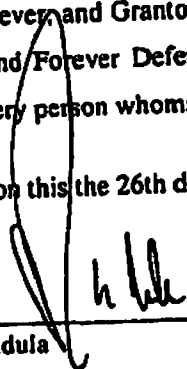
**SUBJECT TO:**

1. Easements and reservations as may appear upon the recorded map and plat thereof or otherwise of record.
2. Reservation of all oil, gas and other minerals.
3. All valid and outstanding oil and gas mineral leases of record.
4. Rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. One
5. Taxes for the year 2006 and subsequent years.

**TO HAVE AND TO HOLD** the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, his successors, administrators, executors, and assigns forever, and Grantors does hereby bind himself, his successors, administrators, executors, and assigns to **Warrant and Forever Defend** all and singular the said premises unto said grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed on this the 26th day of September, 2006.

\_\_\_\_\_  
Luis E. Padula



RECEIVED BY  
COUNTY AUDITOR  
Acknowledgement

State of Texas  
County of Hidalgo

2012 JUN 22 PM 2 48

This instrument was acknowledged before me on the 26th day of September, 2006 by Luis E. Padula.



*[Handwritten Signature]*  
Notary Public - State of Texas

Hidalgo County Right of Way Department

*[Handwritten Signature]*  
Right of Way Agent

AFTER RECORDING RETURN TO:

Hidalgo County Right of Way Department  
509 E. Earling Road  
San Juan, Texas 78589

## METES AND BOUNDS DESCRIPTION

BEING A RECTANGULARLY SHAPED 0.38 ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF THE SOUTH 50.0 FEET OF THAT CERTAIN 5.0 ACRE TRACT OF LAND CARVED OUT OF LOT 53-2, WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 56, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.38 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND ON THE SOUTHEAST CORNER OF SAID LOT 53-2 FOUND AT THE INTERSECTION OF LOS EBANOS ROAD AND MILE 8 NORTH ROAD; THENCE, AS FOLLOWS:

NORTH 81 DEGREES 21 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 53-2, A DISTANCE OF 660.0 FEET TO A NAIL FOUND ON THE SOUTHEAST CORNER OF SAID 5.0 ACRE TRACT FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 81 DEGREES 21 MINUTES WEST, CONTINUING COINCIDENT WITH THE SOUTH LINE OF SAID LOT 53-2 SAME BEING THE SOUTH LINE OF SAID 5.0 ACRE TRACT, A DISTANCE OF 330.0 FEET TO A NAIL FOUND ON THE SOUTHWEST CORNER OF SAID 5.0 ACRE TRACT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 08 DEGREES 39 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID 5.0 ACRE TRACT, A DISTANCE OF 20.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 8 NORTH ROAD, AT A DISTANCE OF 50.0 FEET IN ALL TO A 1/2 INCH DIAMETER IRON ROD SET ON THE PROPOSED NORTH RIGHT-OF-WAY LINE OF SAID MILE 8 NORTH ROAD FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 81 DEGREES 21 MINUTES EAST, COINCIDENT WITH THE PROPOSED NORTH RIGHT-OF-WAY LINE OF SAID MILE 8 NORTH ROAD BEING ALONG A LINE PARALLEL TO AND 50.0 FEET AS MEASURED FROM A RIGHT ANGLE FROM THE SOUTH LINE OF SAID LOT 53-2 AND SAID 5.0 ACRE TRACT, A DISTANCE OF 330.0 FEET TO A 1/2 INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE EAST LINE OF SAID 5.0 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 08 DEGREES 39 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID 5.0 ACRE TRACT, A DISTANCE OF 30.0 FEET PASS A 1/2 INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID MILE 8 NORTH ROAD, AT A DISTANCE OF 50.0 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 0.38 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: RECORDED PLAT OF SAID WEST ADDITION TO SHARYLAND SUBDIVISION, HIDALGO COUNTY, TEXAS.

N:\M&B\0.38C



AI-34337

20. B.

**CC REGULAR**

**Meeting Date:** 10/01/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Mission, Texas.

BACKGROUND

Road improvement project to overlay Moorefield Rd. between FM 495 to 2 Mile Line Rd.

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1200-431-00-123-005-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 9/27/12 are \$52,018.07.

The City of Mission will provide asphalt material not to exceed \$100,000.00. If costs exceeds the \$100,000.00 Hidalgo County funds will be utilized to fund the additional costs deemed necessary.

Attachments

Interlocal

Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/19/2012 03:08 PM
Perla Lopez	Perla Lopez	09/27/2012 10:56 AM
Auditor's Office	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Norma Ceballos		Started On: 09/19/2012 01:50 PM
	Final Approval Date: 09/28/2012	

STATE OF TEXAS            )  
  )  
COUNTY OF HIDALGO    )

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF MISSION  
AND THE COUNTY OF HIDALGO**

THIS Agreement is made on this the 1st day of October, 2012, by and between the CITY OF MISSION, hereinafter referred to as "City", and the COUNTY OF HIDALGO, TEXAS; hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

WHEREAS, Mission is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project to overlay Moorefield Rd. between FM 495 and 2 Mile Line Rd.

WHEREAS, Moorefield Rd. forms a connecting link and integral part of the County and City road systems and the Road Improvements are in the best interest of the county and the city;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes Counties to improve roadways within the limits of City with City's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary Road Improvements as described herein.
2. County agrees to provide all labor, and machinery necessary to complete the Road Improvements described herein.
3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the Road Improvements by the County, the City agrees to provide the purchase of asphalt material necessary for the Road Improvements.
5. The parties agree that City shall have obligation hereunder to provide asphalt material for the Road Improvements described herein not to exceed \$100,000.00. Any and all other costs deemed necessary for the Road Improvements shall be paid by the County.
6. The parties agree that City and County will each inspect and accept the Road Improvements prior to declaring such work completed.
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.
8. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
9. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.
10. No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof
11. Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.
12. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.
13. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Mission:

City of Mission  
Attention: Mayor  
1201 E. 8<sup>th</sup> Street  
Mission, Texas 78572

If to County:

County of Hidalgo  
Attention: County Judge  
P.O. Box 758  
Edinburg, Texas 78540-0758

with copy to:

Commissioner, Precinct No.3  
P.O. Box 607  
Mission, Texas 78572

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail

14. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. Assignment. This Agreement shall not be assignable.

17. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

18. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

19. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

20. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF MISSION



Norberto Salinas, Mayor



ATTEST:



Anna Carrillo, City Secretary

COUNTY OF HIDALGO

Ramon Garcia, County Judge

ATTEST:

County Clerk

STATE OF TEXAS §

COUNTY OF HIDALGO §

**APPROVAL OF  
INTERLOCAL COOPERATION AGREEMENT  
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project to overlay Moorefield Road between FM 495 and 2 Mile Line Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and the City of Mission, Texas.

By vote on \_\_\_\_\_ 2012, the Hidalgo County Commissioners Court has approved the Project identified above.

By: \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

**APPROVED AS TO FORM:**

ATLAS, HALL & RODRIGUEZ, LLP

By:  \_\_\_\_\_  
Stephen L. Crain

AI-34475

Precinct #3 20. C.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

**Information**

**CAPTION**

Approval to accept donation of caliche from EP Energy for 14 Mile Line to FM 490, Moorefield Road and surrounding areas.

**BACKGROUND**

Estimated value of caliche - \$3.25 p/ton x 750 tons = \$2,437.50

Estimate of 50 to 60 loads.

Donation letter signed by Mr. Noel Hernandez, Production Supervisor for EP Energy.

Caliche will be picked up at Moorefield Rd and FM 490 by Precinct #3. Estimated 750 tons.

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact.

**Attachments**

Letter

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 08:09 AM
Perla Lopez	Perla Lopez	09/27/2012 09:14 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Norma Ceballos		Started On: 09/26/2012 04:05 PM
	Final Approval Date: 09/28/2012	

37375 mile 14 Rd  
Edinburg, TX 78541

September 26, 2012

Mr. Joe M. Flores  
Commissioner, Precinct 3  
724 North Breyfogle  
Mission, TX 78572

Dear Mr. Flores

We would like to donate caliche for 14 mile to FM 490 Moorefield rd.

Thank You,

*There is estimation of 50 to 60 loads.  
You may use this caliche or needed for all  
of our surrounding area of Precinct #3.*

Noel Hernandez  
Production Supervisor  
EP Energy

*Thank You*

*Noel Hernandez 09-26-12*

AI-34379

Budget and Management 21. A. 1.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

**Information**

**CAPTION**

Pct. #1 Drainage Improvement Project (1200):

- a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement Project labor reimbursements.
- b. Approval of 2012 appropriation of funds for the Pct. 1 Drainage Improvement Project (program 052) in the amount of \$21,319.81 to fund payroll expenditures.

**BACKGROUND**

Pct. 1 Drainage Improvement labor reimbursements were posted by Auditors office for the month of July 2012 (PP #14-15).

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1200-431-00-121-052-0-XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

2012 Appropriation of funds in relation to Pct. 1 Drainage Improv. Proj. labor reimbursments for the month of July 2012 (PP #14 -15) in the amount of \$21,319.81.

Revenue acct #2-1200-360-00-121-002-0-000 "R & B Pct. 1-Misc-Drain Reim." Total actual YTD labor reimbursements from Jan.-July 2012 (PP #1-15) are \$156,684.31

**Attachments**

Pct. 1 Drain. appropriation-July 2012

Pct. 1 Drain. Cert. of Rev. letter-July 2012

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Ivan Cantu (Originator)	Ivan Cantu	09/27/2012 10:42 AM
Budget & Management	Merlen P. Munoz	09/27/2012 10:50 AM
Sylvia Solis	Sylvia Solis	09/27/2012 01:09 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Ivan Cantu		Started On: 09/20/2012
	Final Approval Date: 09/28/2012	

DATE: October 1, 2012

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement

ACCOUNT NUMBER: 2-1200-431-00-121-052-0-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

**2012**  
Appropriation



**SUBJECT:** Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-052-0-	113	Pct. 1 Drain. Imprv. Prj.	Reg. F/T Employees	16,113.51
2-1200-431-00-121-052-0-	115	Pct. 1 Drain. Imprv. Prj.	Longevity Pay	95.94
2-1200-431-00-121-052-0-	211	Pct. 1 Drain. Imprv. Prj.	Health Insurance	2,155.43
2-1200-431-00-121-052-0-	212	Pct. 1 Drain. Imprv. Prj.	Life Insurance	14.93
2-1200-431-00-121-052-0-	220	Pct. 1 Drain. Imprv. Prj.	FICA	1,204.57
2-1200-431-00-121-052-0-	230	Pct. 1 Drain. Imprv. Prj.	Retirement	1,611.78
2-1200-431-00-121-052-0-	250	Pct. 1 Drain. Imprv. Prj.	Unemployment Comp.	123.65
2-1200-360-00-121-002-0-	000	R & B Pct. 1-Misc.-	Drain Reim.	21,319.81
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>21,319.81</b>

**REASON:** To appropriate the Pct. 1 Drainage Improvement force labor reimbursements for the month of July 2012 (PP #14-15) to fund payroll expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

# COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

EDINBURG, TEXAS 78539

September 26, 2012

The Honorable Ramon Garcia, Hidalgo County Judge  
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1  
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2  
The Honorable Jose M. Flores, Commissioner, Precinct No. 3  
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

## RE: Certification of Revenue

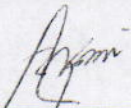
Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from drainage improvement labor reimbursements for Precinct No. 1 in amount of \$21,319.81. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

  
\_\_\_\_\_  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

9/26/12  
\_\_\_\_\_  
Date



### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92 <sup>ND</sup> D.C.	RODOLFO DELGADO JUDGE, 93 <sup>RD</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 139 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 206 <sup>TH</sup> D.C.	JUAN R. PARTIDA JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 370 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 388 <sup>TH</sup> D.C.	AIDA SALINAS FLORES JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	JESSE CONTRERAS JUDGE, 449 <sup>TH</sup> D.C.
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AI-34439

Purchasing Department 22. A. 3.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Rocio Villarreal,  
PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

a. Requesting approval of Supplemental Agreement No. 1 under (C-12-123-05-22) current contract with L&G Consulting Engineers, Inc. for the Environmental Study to Pct 3 Old Adm. Warehouse and Shop Complex to reflect the the additional services of, "Removal and to properly dispose of Asbestos to the Pct 3 Old Adm Building, Warehouse, and Shop Complex."

b. Acceptance and approval of Work Authorization No. 2 (with an estimated cost of \$7,740.40) as submitted by project engineer, L&G Consulting Engineering for engineering services for "Removal and to properly dispose of asbestos to the Precinct No. 3 Old Adm Building, warehouse and Shop Complex, " C-12-123-05-22;

c. Pursuant to contract with L&G Engineering, (article 14) C-12-123-05-22, a request for approval by engineer to permit the subcontracting of Chemical Response & Remediation Contractors, Inc. and R.L. Abatement, Inc. in connection with Work Authorization No. 2-Asbestos Removal for Pct No. 3 Old Administration Building, Warehouse and Shop Complex.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1100-415-00-115-002-0-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Form Review**

**Inbox**  
Auditor's Office

Form Started By: Rocio Villarreal

**Reviewed By**  
Angela Garcia

Final Approval Date: 09/28/2012

**Date**  
09/28/2012 08:44 AM  
Started On: 09/25/2012 04:22 PM

AI-34230

Purchasing Department 22. A. 4.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Martha Salazar

Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

**Information**

**CAPTION**

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Seal Quotes titled: Hidalgo County- "Purchase of Straw Hats" through project No.: 2012-174-08-08-SGS.

**BACKGROUND**

1. Contract will commence on December 06, 2012.
2. Contract document was reviewed and approved by Legal Counsel.

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**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1100-421-00-280-001-0-605

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Sheriff's Office - \$ 4,370.18 as of 09/26/12

On an as needed basis

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**Attachments**

Packet for Award

Legal approval-commodity exp-comparison

C-12-174-10-01-BootsNJeans-HC (AllfundingScs)

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	09/25/2012 05:16 PM
Budget & Management	Merlen P. Munoz	09/26/2012 08:07 AM
Manuel Chapa	Manuel Chapa	09/26/2012 02:50 PM
Auditor's Office	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Sandy Suarez		Started On: 09/13/2012 04:47 PM
	Final Approval Date: 09/28/2012	



Hidalgo County Purchasing Office  
2812 S. Business Highway 281  
New Administration Building  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629



## MEMORANDUM

**TO:** Lt Richard Ozuna, III  
Hidalgo County Sheriff's Office

**ATTN:** Juan Tapia, Procurement Specialist

**FROM:** Sandy Suarez, Buyer II  
Hidalgo County Purchasing Dept.

**DATE:** August 08, 2012

**RE:** BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST  
Bid No. 2012-174-08-08-SGS-Hidalgo County (All Funding Sources, Programs & Entities)-"Purchase of Straw Hats"

We have received one (1) respondent to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than Wednesday, August 15, 2012 @10:00 A.M. in order to place this item on the agenda for next proposed Commissioners Court Meeting, Tuesday, August 28, 2012.

**Indicate the name of the Vendor(s) in the box below.** Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

<b>COMMENTS/CONCERNS:</b> Please Award to sole Bidder: Boots'N' Jeans
Budget Acct No.: 2-1100-421-00-280-001-0-605

  
AUTHORIZED SIGNATURE

RENE GONZALEZ  
PRINTED NAME

HCSD  
DEPARTMENT

8-9-12  
DATE

Enclosures

# HIDALGO COUNTY PURCHASING DEPARTMENT REQUEST FOR SEALED QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: AUGUST 08, 2012

RFSQ OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"

RFSQ NO: 2012-174-08-08-SGS

BUYER: SANDY SUAREZ

**PARTICIPATING VENDOR**

**UNIT PRICE**

**SOLE BIDDER**

	<b>PARTICIPATING VENDOR</b>	<b>UNIT PRICE</b>
1	<b>BOOTS N' JEANS Weslaco, TX.</b>	<b>62.00</b>
2.		
3.		

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS  
RFB-RFP-RFSQ**

**BID OPENING DATE:**     AUGUST 08, 2012     **BID OPENING TIME:**     9:30 A.M.    

**DEPARTMENT/BID DESCRIPTION:**     "PURCHASE OF STRAW HATS"    

**RFSQ NO:**     2012-174-08-08--SGS     **BUYER:**     SANDY SUAREZ    

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. KALIFA'S WESTERN WEAR, INC. Attn: Abdala Kalifa	EM	Sandy Suarez	07/23/12	122 S. 17 <sup>th</sup> Street McAllen, Texas 78501 956-687-5392 956-630-0813 <a href="mailto:kalifa7@aol.com">kalifa7@aol.com</a>
2. BOOTS & JEANS, INC. Attn: Martin Masso	EM/ Velocity	Sandy Suarez	07/23/12/ 07/26/12	2005 W. Expressway 83 Weslaco, Texas 78596 956-968-8150 <a href="mailto:martymasso@hotmail.com">martymasso@hotmail.com</a>
3. BULLRIDER WESTERN WEAR Attn:	EM	Sandy Suarez	07/23/12	1606 S. 77 Sunshine Strip Harlingen, Texas 78550 956-425-7291 <a href="mailto:stmeade@gmail.com">stmeade@gmail.com</a>
4. BOOT JACK Attn: Matt	EM	Sandy Suarez	07/23/12	6601 N. 10th Street McAllen, Texas 78504 956-630-5144 <a href="mailto:thebootjack@hotmail.com">thebootjack@hotmail.com</a>
5. BOOT JACK Attn: Mark Masso	EM	Sandy Suarez	07/23/12	504 S. Main Street McAllen, Texas 78501 956-682-2467 <a href="mailto:markm@vaquerousa.com">markm@vaquerousa.com</a>
6. CAVENDER'S WESTERN OUTFITTER Attn: Brian	EM	Sandy Suarez	07/23/12	3300 Expressway 83 Ste 900 McAllen, Texas 78501 956-687-2668 <a href="mailto:cbc051@cavenders.com">cbc051@cavenders.com</a>
7. BOOT JACK Attn: Scott	EM	Sandy Suarez	07/23/12	1428 E. Jackson Ave McAllen, TX. 78503 956-618-3900 <a href="mailto:Smeade.bj2@gmail.com">Smeade.bj2@gmail.com</a>
8. LIONEL'S WESTERN WEAR Attn: Sandy Pena	EM	Sandy Suarez	07/23/12	332 So Texas Weslaco, TX. 78596 956-968-2552 <a href="mailto:sandypena@aol.com">sandypena@aol.com</a>

\*VIA:  
IN PERSON (IP)  
E-MAIL (EM)  
E-MAIL REQUEST (EMR)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)  
FACSIMILE (FAX)

## Leticia Saenz

---

**From:** Steve Crain [srain@atlashall.com]  
**Sent:** Thursday, September 13, 2012 4:04 PM  
**To:** 'Leticia Saenz'  
**Subject:** RE: Review & Approval of Contract #C-12-174-09-18-Boots N Jeans-Hidalgo County

The agreement is fine.

---

**From:** Leticia Saenz [<mailto:leticia.saenz@co.hidalgo.tx.us>]  
**Sent:** Thursday, September 13, 2012 2:20 PM  
**To:** 'Steve Crain'; 'Marynel Trevino'  
**Cc:** 'Martha Salazar'; 'Darlene Betancourt'; 'Sandy Suarez'  
**Subject:** Review & Approval of Contract #C-12-174-09-18-Boots N Jeans-Hidalgo County  
**Importance:** High

Good afternoon, Mr. Crain-

Please review and approve as to form the attached, contract **#C-12-174-09-18 with Boots N' Jeans** for the **"Purchase of Straw Hats"** (on an as needed basis) for **Hidalgo County**.

*Note: Will place on the next CC agenda for final approval.*

Please advise.

Thanks.



expenditure comm codes 9-14-2012 - Microsoft Excel

Home Insert Page Layout Formulas Data Review View

Accounting Conditional Formatting Insert Σ Sort & Find & Filter

Format as Table Delete Filter Select

Cell Styles Format Cells Editing

A2 from 1/1/2011 to 9/16/2012

	A	B	C	D	E	F	G	H
373	20070	592.00	362.72		129.75	9,552.20		10,636
374	20085	98,601.00	464.46		10.80	1,611.91		100,688
375	20086	6,874.80	14,010.53		(1,638.00)	791.70		20,039
376	20087	670.00				947.50		1,617
377	20088		453.24					453
378	20092	532.00	2,861.78			194.26		3,588
379	20113					149.70		149
380	20119	88.50	313.50					402
381	20125					14.95		14
382	20130					1,394.90		1,394
383	20137	500.00	831.60			463.80		1,795
384	20139		38.38			320.00		358
385	20140	3,690.00	1,051.94	31.90	42.05	115.20		4,931
386	20141		389.12			115.20		504
387	20142	17,167.32	1,878.52			359.56		19,405
388	20146	8,211.00						8,211
389	20147		239.80					239
390	20165	1,314.50	1,397.83			283.23		2,995
391	20413		291.03			177.00		468
392	20416	153.80	1,340.66					1,494

Sheet1

Ready

start

Desktop My E 1:44 PM



Vendor Name **BOOTS & JEANS**

Vendor No. **80217**

Purchase Orders

Invoices

Invoices (with Accounts)

Checks

Claims

Search

Clear Search

PO No.  PO Date **From** 01-01-2012 **To** 09-17-2012 Order Location  Requisition No

PO Number	PO Date	Adjusted Extended Cost	Amount Paid	Amount Liquidated	Amount Open
680980	09-14-2012	476.00	.00	.00	476.00
680979	09-14-2012	1,785.00	.00	.00	1,785.00
678643	07-26-2012	5,950.00	5,950.00	5,950.00	.00
<b>Totals</b>		<b>8,211.00</b>	<b>5,950.00</b>	<b>5,950.00</b>	<b>2,261.00</b>

# HIDALGO COUNTY PURCHASING DEPARTMENT COMPARISON SHEET

**DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE**

**BID OPENING DATE: AUGUST 08, 2012**

**SEALED QUOTE OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"**

**RFSQ NO:2012-174-08-08-SGS**

**BUYER: SANDY SUAREZ**

Current Vendor	Unit Price	Difference
<b>BOOTS AND JEANS</b> <b>Weslaco, TX</b>	<b>\$59.50</b>	<b>\$ 0.50</b>
Proposed Vendor	Unit Price	
<b>BOOTS AND JEANS</b> <b>Weslaco, TX</b>	<b>\$ 62.00</b>	

**REQUIREMENTS AGREEMENT**  
**C-12-174-10-01**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the 1<sup>st</sup> day of **October, 2012** by and between **BOOTS N' JEANS** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS**, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including **(ALL Funding Sources, Program & Entities)** for the **"PURCHASE of STRAW HATS"** (on an as needed basis), (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS**, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term**. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **December 6, 2012** and expire on **December 5, 2013** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as

to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County  
Attn: County Judge  
1615 South Closner, Suite J  
Edinburg, Texas 78539

If to Seller: Boots N' Jeans  
Attn: Martin C. Masso, Owner  
2005 West Expressway 83  
Weslaco, Texas 78596

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.
- g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- i. **Assignment.** This Agreement shall not be assignable.
- j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
- k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.
- m. **Insurance.** Company shall provide, to the extent it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.
- n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).
- o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.
  
- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall, LLP

By: \_\_\_\_\_  
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: \_\_\_\_\_  
Ramon Garcia, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

COMPANY: BOOTS N' JEANS

By: \_\_\_\_\_  
Printed Name: Martin C. Masso  
Title: Owner

**EXHIBIT "A"**  
REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET



PURCHASING DEPARTMENT  
County Of Hidalgo

July 23, 2012

\_\_\_\_\_  
Bidder's name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip Code

Re: **HIDALGO COUNTY-(All Funding Sources, Programs & Entities)**  
**Request for Seals Quotes -"PURCHASE OF STRAW HATS "**  
**Bid No: 2012-174-08-08-SGS**

Dear Gentleman/Ladies:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Sealed Quotes process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Sandy Suarez, Buyer II  
Hidalgo County Purchasing Department

Enclosures



Hidalgo County Purchasing Department  
2812 S. Business Highway 281  
Edinburg, Texas 78539  
(956) 318-2626/ Fax: (956) 318-2629

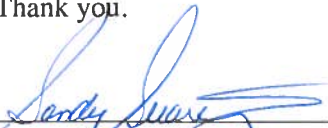
REQUEST FOR SEALED QUOTES (RFSQ)  
**TABLE OF CONTENTS**

**HIDALGO COUNTY**  
(All Funding Sources, Programs & Entities)  
**“PURCHASE OF STRAW HATS”**  
RFSQ NO: 2012-174-08-08-SGS

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

  
\_\_\_\_\_  
Sandy Suarez, Buyer II

July 23, 2012  
Date

# REQUEST FOR SEALED QUOTES

**HIDALGO COUNTY**  
**(All Funding Sources, Programs and Entities)**

***“PURCHASE OF STRAW HATS”***

**OPENING DATE:**  
**AUGUST 08, 2012 @ 9:30 a.m.**

**Contact Person:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed quotes will be received for **“- HIDALGO COUNTY (All Funding Sources, Programs & Entities) PURCHASE OF STRAW HATS”** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFSQ.
2. All RFSQs are required with the Participants name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFSQ NO. 2012-174-08-08-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) -PURCHASE OF STRAW HATS”** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address: 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m. Wednesday, August 08, 2012.**  
  
**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFSQs RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ NO.: 2012-174-08-08-SGS.**
- Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all RFSQs and re-advertise.
5. **For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.**
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQs including catalogue numbers and any necessary references.
7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQ.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Sealed Quotes. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.
10. County reserves the right to accept or reject any or all RFSQs.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:** (if applicable)
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
  - Invoices must include:
    - a) Name and address of successful Participant
    - b) Name and address of receiving department or official
    - c) Purchase Order Number and contract number (if any)
    - d) Notation-"**HIDALGO COUNTY(All Funding Sources, Programs & Entities) - PURCHASE OF STRAW HATS**" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  - Discount payments will be considered when offered.
  - Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
Ray Eufrazio, CPA, County Auditor  
2809 S. Bus. Hwy 281  
Edinburg, Texas 78539  
(956) 318-2511

17. **SCHEDULE OF EVENTS**

**RFSQ Opening 9:30 A.M.**

**August 08, 2012**

Award of Contract \_\_\_\_\_, 2012  
Commence Work or Deliver Products \_\_\_\_\_, 2012

18. ~~BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (IF APPLICABLE FOR PUBLIC WORKS PROJECTS):~~

- ~~• If the contract proposed is for the construction of public works or is for a contract exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
- ~~• Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- ~~• If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~
- ~~• If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- ~~• For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request

for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

**20. DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed CIQ forms to the Hidalgo County Clerk’s Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or RFSQ awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. RFSQs, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective participant, by submitting a RFSQ, represents to County that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;

- 
- Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.
27. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful participant, or of any agent, employee, subcontractor or supplier of successful participant in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful participant shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful participant.
28. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Sealed Quote shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Request for Seal Quote  
for  
**HIDALGO COUNTY**  
(All Funding Sources, Programs & Entities)  
**“PURCHASE OF STRAW HATS”**

To: Sandy Suarez, Buyer II  
Hidalgo County Purchasing Department  
2802 S. Bus. Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its RFSQ, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQ and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT "A"**  
 Specifications/Requirements  
 Hidalgo County  
 (All Funding Sources, Programs & Entities)  
 "Purchase of Straw Hats"  
 RFSQ No.:2012-174-08-08-SGS

**PROJECT OVERVIEW:**

Hidalgo County is requesting sealed quotes for an annual contract for "PURCHASE OF STRAW HATS" on an as needed basis, but in no event to exceed the \$50,000.00 (per year) statutory bid limit including, but not limited to the following:

**I. GENERAL REQUIREMENTS**

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any RFSQ that does not meet the minimum requirements and/or specifications will be rejected.
2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

**II. SPECIFICATIONS**

**STETSONS STRAW HATS** (equal or better)

STYLE:	Rancher
MATERIAL:	Genuine Shantung Panama
COLOR	Natural
CROWN HEIGHT	4 ¾"
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
BRIM:	3.5 and 4"
CROWN EYELETS:	3 Eyelets on Both Sides
HAT BAND:	Black two cord
STOCK SIZES:	All hats shall be available in regular, wide oval, long oval or extra long oval shape in sizes: 6 ½" thru 7 ⅞"
MADE:	U.S.A.
PACKAGING:	Hats are to be shipped in individual boxes of sufficient strength to withstand transportation by common carrier and to assure carrier and to assure safe arrival at the delivery point. All hat boxes will have makings on the exterior indicating the hat size (This does not apply to local vendors).

All hats must match officer hats presently in service.

**III. REQUIREMENTS AND TERMS, CONDITIONS :**

1. All Straw Hats must be **new** and unused.
2. This contract is to be used by any Hidalgo County Law Enforcement Officer
3. All purchases will be on an "**As Needed Basis**", there are **no set quantities to be purchased**.

**EXHIBIT “A”**  
Specifications/Requirements  
Hidalgo County  
(All Funding Sources, Programs & Entities)  
*“Purchase of Straw Hats”*  
RFSQ No.:2012-174-08-08-SGS

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4. All RFSQ prices for items shall take into consideration shipping and handling costs.
5. Hidalgo County has the authority to utilize State Contracts when ever it is in the County’s best interest to do so.
6. The initial contract term for this project will be for one (1) year with the County’s option to extend for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays.
7. Hidalgo County reserves the right to hold RFSQs for a period of ninety (90) days without taking any action.
8. The Insurance Requirements for this project to be maintained throughout the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit “C”.
9. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.
10. Award the contract to the responsible participant who submits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible participants submit the lowest and best, bid will be made to the responsible participant(s) submitting the lowest bid prices for the item(s) as specified.
11. Prices must be firm for the entire contract period and each consecutive contract period.
12. Any contract awarded to a successful bidder will be in effect until;
  - A.) The contract expires
  - B.) Delivery acceptance of products and/or performance of services ordered, or
  - C.) Terminated by County with thirty (30) day’s written notice prior to be cancellation
13. Hidalgo County reserves the right to refuse and reject any/all request for sealed quotes and to waive any/all formalities or technicalities, or to accept the RFSQ considered the best and most valuable to Hidalgo County.
14. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications(RFQ) and quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

**EXHIBIT “A”**  
Specifications/Requirements  
Hidalgo County  
(All Funding Sources, Programs & Entities)  
*“Purchase of Straw Hats”*  
RFSQ No.:2012-174-08-08-SGS

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**IV. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier’s advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier’s notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor’s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether

**EXHIBIT "A"**  
Specifications/Requirements  
Hidalgo County  
(All Funding Sources, Programs & Entities)  
*"Purchase of Straw Hats"*  
RFSQ No.:2012-174-08-08-SGS

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to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
  
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:**

All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes ) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Sandy Suarez, Buyer II, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE** to (956) 292-7612 or e-mail to [sandy.suarez@co.hidalgo.tx.us](mailto:sandy.suarez@co.hidalgo.tx.us) by no later than, **Wednesday, August 01, 2012 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, August 03, 2012 by 5:00 p.m.**

**EXHIBIT "B"**

**B I D PAGE**

**HIDALGO COUNTY**

**(All Funding Sources, Program and Entities)**

**"PURCHASE OF STRAW HATS"**

**BID NO. 2012-174-08-08-SGS**

**\*\*\*NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST**

*NIGP Commodity Code: 201-46 (Hats, straw)*

<b>DESCRIPTION</b>	<b>UNIT PRICE</b>
<b>STRAW HATS</b>	\$ _____
Specify Any Comments or Deviation: _____ _____ _____ _____ _____	

**EXHIBIT "B"**

B I D PAGE

HIDALGO COUNTY

(All Funding Sources, Program and Entities)

"PURCHASE OF STRAW HATS"

BID NO. 2012-174-08-08-SGS

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**ACKNOWLEDGMENT FORM**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

**COMPANY NAME:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

**CITY/STATE/ZIP:**

\_\_\_\_\_

**PHONE NUMBER:**

\_\_\_\_\_

**FAX NUMBER:**

\_\_\_\_\_

**CELL NUMBER:**

\_\_\_\_\_

**CONTACT PERSON:**

\_\_\_\_\_

**E-MAIL ADDRESS:**

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW		
INSURED	<b>INSURERS AFFORDING COVERAGE</b>		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE - OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNERS & CONFL PROTI				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GENL AGGR LGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMPROP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY - EA ACC AGG \$
	<input type="checkbox"/> OTHER				\$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUS <input type="checkbox"/> OTHER TORY LIMITS \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
	<b>OTHER</b>				E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES
		AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

have already been met, see attached copy of insurance certificate.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**(THIS FORM MUST ACCOMPANY BID PACKET)**

**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, \_\_\_\_\_, possess all of the APPLICABLE:

- 1. Licenses: \_\_\_\_\_.
- 2. Bonds (if applicable): \_\_\_\_\_.
- 3. Certificates: \_\_\_\_\_.
- 4. Permits: \_\_\_\_\_.
- 5. Other: \_\_\_\_\_.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

**(THIS FORM MUST ACCOMPANY BID PACKET)**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

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**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP or RFQ is to be subcontracted with Certified HUB sources? : \_\_\_\_\_% (List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

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HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$\_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Social security number																			
Social security number																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> </table>	Employer identification number																			
Employer identification number																					

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</li> <li>I am a U.S. citizen or other U.S. person (defined below).</li> </ol>	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____
	Date ▶ _____

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification  
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT "B"**  
**BID PAGE**

# HIDALGO COUNTY PURCHASING DEPARTMENT REQUEST FOR SEALED QUOTE TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: AUGUST 08, 2012

RFSQ OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"

RFSQ NO: 2012-174-08-08-SGS

BUYER: SANDY SUAREZ

PARTICIPATING VENDOR		UNIT PRICE
	<b>SOLE BIDDER</b>	
1	BOOTS N' JEANS Weslaco, TX.	62.00
2.		
3.		

**EXHIBIT "B"**

B I D PAGE

HIDALGO COUNTY

(All Funding Sources, Program and Entities)

"PURCHASE OF STRAW HATS"

BID NO. 2012-174-08-08-SGS

**OPENED**

\*\*\*NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST

*NIGP Commodity Code: 201-46 (Hats, straw)*

9:42

8-8-12

Witnessed


DESCRIPTION	UNIT PRICE	Witnessed
STRAW HATS	\$ <u>62.<sup>00</sup>/<sub>xx</sub></u>	
Specify Any Comments or Deviation: <u>Will shape ALL HATS</u> <u>AND SIZE AT NO EXTRA CHARGE!</u>		

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

(All Funding Sources, Program and Entities)

"PURCHASE OF STRAW HATS"

BID NO. 2012-174-08-08-SGS

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ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME:

BOOTS N' JEANS

ADDRESS:

2005 WEST EXPANDEDWAY 83

CITY/STATE/ZIP:

WESLACO, TEXAS 78596

PHONE NUMBER:

(956) 968-8150

FAX NUMBER:

(956) 969-3486

CELL NUMBER:

(956) 975-0710

CONTACT PERSON:

MARTIN C. MASSO

E-MAIL ADDRESS:

MARTY MASSO@HOTMAIL.COM

AUTHORIZED SIGNATURE:

Martin C. Masso

TITLE:

OWNER

DATE:

8/2/12

**EXHIBIT “C”**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Texas Insurance Managers 410 E. Harrison P. O. Box 531728 Harlingen TX 78553		<b>CONTACT NAME:</b> Angie Williams <b>PHONE (A/C, No, Ext):</b> (956) 423-6986 <b>FAX (A/C, No):</b> (956) 423-4205 <b>E-MAIL ADDRESS:</b> angie@txinsmgr.com	
<b>INSURED</b> Boots N Jeans 2005 W Expressway 83 Weslaco TX 78596		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American Hallmark Ins Co of Tx <b>INSURER B:</b> Travelers Lloyds of Tx <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		NAIC #	41564

**COVERAGES**

CERTIFICATE NUMBER: CL1281600985

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			44PB42493110	5/24/2012	5/24/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ Included
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			44PB42493110	5/24/2012	5/24/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1A73877911	7/15/2012	7/15/2013	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

(956) 969-3486 Sandy.Suarez@co.hidalgo.tx  
 Hidalgo County Purchasing Dept  
 Attn: Sandy Suarez  
 2802 S. Business Hwy 281  
 Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Richard May/ANGIE

ACORD 25 (2010/05)

INS025 (201005) 01

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AI-34428

Purchasing Department 22. A. 5.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Martha L. Salazar

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Appointment and/or designation by Commissioner's Court of an evaluation committee to grade/score the responses submitted to County due for acceptance on Wednesday, October 3, 2012 through RFP-2012-145-10-03-CGA-"Section 125 Voluntary Insurance Products" for Hidalgo County", as referenced in Exhibit A- Section III-Selection and Schedules (Proposal Ranking).

**BACKGROUND**

Designation of evaluation/grading committee by CC does not require funding of procurement process.

---

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

These are pre-paid payroll deductions for those employees electing to purchase the products.

---

**Attachments**

**Section III**

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	09/27/2012 02:57 PM
Budget & Management	Merlen P. Munoz	09/27/2012 03:23 PM
Olga Garza	Olga Garza	09/28/2012 08:28 AM
Auditor's Office	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Gricelda Villarreal		Started On: 09/25/2012 03:00 PM
	Final Approval Date: 09/28/2012	

HIDALGO COUNTY

**SECTION 125-VOLUNTARY  
INSURANCE PRODUCTS  
EXHIBIT "A"**

**REQUIREMENTS/SCOPE OF SERVICES  
AND PLAN FORMS**

RFP NO.: 2012-145-10-03-CGA

**Purchasing Department  
DUE DATE OF: OCTOBER 3, 2012**

## **SECTION III-SELECTION AND SCHEDULES**

**SELECTION PROCEDURES:** The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal(s) with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services and any other factors found necessary for quality service and further detailed herein under Exhibit "B"-Selection Criteria.

- 1) It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all responses for accuracy before submitting a response.
- 2) Awards shall be made with reasonable promptness to the vendor(s) whose proposal best conforms to the invitation and will be the most advantageous to Hidalgo County with respect to conformity to the specifications and other factors.
- 3) It is not the policy of Hidalgo County to purchase on the basis of low price alone. In evaluating the proposals submitted for the items listed, the following considerations will be taken into account: price, the reputation of the vendor and of the vendor's goods or services; the quality of the vendor's goods or services; the extent to which the goods or services meet the county's needs; the vendor's past relationship with the county; the total long-term cost to the county to acquire the vendor's goods or services; and other relevant factor that a private business entity would consider in selecting a vendor.
- 4) The Hidalgo County Commissioner's Court, notwithstanding any other provisions of this Request for Proposal (including all attached documents) expressly reserves the right to:
  - Waive any insignificant defect or informality in any proposal procedure.
  - Reject any or all proposals.
  - Reissue a Request for Proposal.
- 5) **Hidalgo County's Enrollment will begin on or about October, 2012, for a February 1, 2013 effective date of coverage. Please be prepared to have enrollers prepared to enroll for the Month of October through December 2012.**
- 6) **A MANDATORY enrollment coordination meeting will be held after the award of this RFP to discuss and instruct on enrollment meetings with the staff of County of Hidalgo after the award of these products.**

**Proposal Ranking:** Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department (Budget and Management-Employee Benefits Division) will review, score and evaluate the Request for Proposals (RFP's) received. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking for recommendation. Thereafter the Hidalgo County Commissioners' Court and the Board of Directors will rank and/or award the proposals.

AI-34242

Purchasing Department 22. B. 1.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Martha L. Salazar

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services (on call services) within Pct No. 1;

Total Scores	Guzman & Munoz	Dannenbaum Engineering	HALFF Associates
Evaluator 1	98	96	94
Ranking			

c. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of \_\_\_\_\_ for: the provision of professional engineering services (on call services) within Pct No. 1 area.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding to be determined once WA's are submitted by contracted engineer for Pct. 1 projects.

**Attachments**

**GRID**

**Form Review**

**Inbox**  
Purchasing Department  
Budget & Management  
Ivan Cantu  
Auditor's Office

**Reviewed By**  
Marty Salazar  
Merlen P. Munoz  
Ivan Cantu  
Angela Garcia

**Date**  
09/25/2012 04:58 PM  
09/26/2012 08:08 AM  
09/27/2012 11:41 AM  
09/28/2012 08:44 AM

Form Started By: Nielda Cavazos

Started On: 09/14/2012 01:46 PM

Final Approval Date: 09/28/2012

HIDALGO COUNTY PRECINCT NO 1  
FOR  
Engineering Services  
(On Call Services)

**Scoring & Evaluation  
GRID**

**Engineering Services**

Total Scores	Guzman & Munoz	Dannenbaum Engineering	HALF Associates
Evaluator 1	98	96	94
RANKING			

\*Scoring & Evaluation was completed by Pct No 1 \*

AI-34450

Purchasing Department 22. C. 1.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Martha L. Salazar

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

Recommending award of bid and approval of contract to Rio Valley Pipe, LLC, sole responsible vendor submitting the lowest and best bid meeting all specifications/requirements and as recommended by project engineer, R. Gutierrez as attached hereto for the "Purchase of Concrete Box Culverts for the Minnesota Drain Project" for Pct. 2 (RFB No.: 2012-196-08-29CGA).

**BACKGROUND**

Recommended sole bidder is Rio Valley Pipe LLC.

---

**Fiscal Impact**

**FISCAL YEAR:** 2-

**ACCT. #:** 1342-431-00-122-058-0-733

**FUNDS AVAILABLE Y/N?:** YES

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

available balance as of 09/27/12.

---

**Attachments**

Participation-Tabulation Sheets

Recommendation

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	09/26/2012 04:15 PM
Budget & Management	Merlen P. Munoz	09/27/2012 07:59 AM
Roland Garcia	Rolando Garcia	09/27/2012 09:35 AM
Auditor's Office	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Gricelda Villarreal		Started On: 09/26/2012 09:49 AM
	Final Approval Date: 09/28/2012	

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING RESPONDENT'S LOG  
REQUIREMENTS/RFP PACKETS**

**IBF-RFP-RFQ-RFI**

RFB OPENING DATE: August 29, 2012

RFB OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "RFB –Purchase of Concrete Box Culverts for Minnesota Drain Project"

RFB NO: 2012-196-08-29-CGA

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Spence Concrete Co.	Email	CGA <a href="mailto:bkelly@spenceconcrete.com">bkelly@spenceconcrete.com</a>	8-24-12	3420 Ash Ave McAllen, Tx 78501 682-5551
2.L &R Precast	Email	CGA <a href="mailto:Lrprecast1@aol.com">Lrprecast1@aol.com</a>	8-24-12	3607 N. Bentsen Palm Mission, Tx 78572 956-583-6293
3. Rio Valley Pipe LLC	Email	CGA <a href="mailto:rgonzales@riovallypipe.com">rgonzales@riovallypipe.com</a>	8-24-12	7301 W. Exp 83 Mission, Tx 78572 956-584-5770
4. Park Equipment	Email	CGA <a href="mailto:aortiz@park-usa.com">aortiz@park-usa.com</a>	8-24-12	20943 N. Expressway Harlingen, Tx 78550 956-428-2079
5.				
6.				
7.				
8.				
9.				
10.				

\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
PROPOSER LIST MAIL OUT (PLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT  
 BID TABULATION SHEET**

**DEPARTMENT NAME: Hidalgo County Precinct No. 2**

**BID OPENING DATE: August 29, 2012**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: RFB-"Purchase of Concrete Box Culverts" (Minnesota Drain Project)**

**BID NO: 2012-196-08-29-CGA**

RFB#	NAME OF COMPANY		Qty.	Unit	Unit Price	Extended Price
#01	Rio Valley Pipe LLC Mission, Texas	Concrete Box Culverts (4' x 3')	124	LF	\$97.50	\$12,090.00
		Concrete Box Culverts (7' x 5')	146	LF	\$240.55	\$35,120.30
		Concrete Box Culverts (7' x 6')	154	LF	\$258.65	\$39,832.10
#02		Concrete Box Culverts (4' x 3')	124			
		Concrete Box Culverts (7' x 5')	146			
		Concrete Box Culverts (7' x 6')	154			
#03		Concrete Box Culverts (4' x 3')	124			
		Concrete Box Culverts (7' x 5')	146			
		Concrete Box Culverts (7' x 6')	154			
#04						
#05						
#06						
#07						
#08						
#09						
#10						



## **Cris Villarreal**

---

**From:** Katia Garcia [katia.garcia@co.hidalgo.tx.us]  
**Sent:** Wednesday, September 26, 2012 9:50 AM  
**To:** 'Cris Villarreal'  
**Cc:** 'Raul Lozano'  
**Subject:** Recommendation for Award - Minnesota Drain - Concrete Box Culverts  
**Attachments:** Recommendation for Award - Minnesota Drain - Concrete Box Culverts.pdf

Good Morning Ms. Cris,

Attached please find recommendation letter by R. Gutierrez Engineering for the Minnesota Drainage Project concrete box culverts. Commissioner Palacios concurs with the recommendation.

Thank you,

### **Katia Garcia**

Accountant III  
Hidalgo County Precinct #2  
300 West Hall Acres, Suite G  
Pharr, TX 78589  
(956) 787-1891 Ext. 2027

August 23, 2012

Hector "Tito" Palacios  
County Commissioner  
Hidalgo County Precinct No. 2  
300 W. Hall Acres, Suite G  
Pharr, TX 78577

RE: Recommendation for Award – Minnesota Drain – Concrete Box Culverts

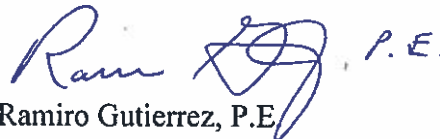
Dear Commissioner Palacios:

On Wednesday, August 29, 2012, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above captioned project. One (1) bid was received for this project. The low responsive base bid was for **\$87,042.40** from **Rio Valley Pipe, LLC**, of Mission, Texas.

Enclosed is a copy of the Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bids submitted and are recommending award of the contract base bid to the lowest responsive bidder being **Rio Valley Pipe, LLC**, of Mission, Texas, for **\$87,042.40**.

If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

 P.E.

Ramiro Gutierrez, P.E.  
President

cc: Files

Encl

AI-34483

Purchasing Department 22. D. 1.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Martha L. Salazar

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

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**Information**

**CAPTION**

- a. Approval of a clarification to agenda item AI-#33441 (Approved 7/31/12) for an "On Call" and "As Needed" basis engagement of engineer for Hidalgo County Precinct #3 TxDOT Related Projects" to reflect/detail the "intent" as a "Job Specific" contract for: "US 83 (La Joya Relief Route)-TxDot Project for Precinct No. 3";
- b. Acceptance and approval to execute a professional engineering services contract with L&G Engineering for the job specific purpose of: "US 83 (La Joya Relief Route)-TxDot Project" for Precinct No. 3 as approved for negotiations on 7/31/12.
- c. Acceptance and approval of Work Authorization No. 1 (estimated cost of \$75,000.00) for provision of engineering services required by Pct. #3 consisting of: "Engineering services required for the local coordination that will be required to assist the Texas Dept. of Transportation (TxDOT) and Hidalgo County in the project development for the US 83 (La Joya Relief Route) project from US 83 at Penitas West 8.3 Miles," with L&G Engineering under contract No. C-12-C-12247-10-01

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1342-431-00-123-101-0-841

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

---

**Attachments**

Contract

WA#1

**Form Review**

**Inbox**  
Auditor's Office

**Reviewed By**  
Angela Garcia

**Date**  
09/28/2012 08:44 AM  
Started On: 09/27/2012 10:11 AM

Form Started By: Rocio Villarreal

Final Approval Date: 09/28/2012

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**C-12-247-10-01**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for “**US83 (La Joya Relief Route)**” project for **Hidalgo County Precinct No. 3** hereinafter referred to as the “**Project**”.

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for the development of the **Project** with the following:

**2.1 Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as

identified in **EXHIBIT "B"**- Services to Provided by the Engineer, attached hereto and made a part of this agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - Work Schedule**, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate upon completion of projects (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the

**Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written

notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the

work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and

approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be

rendered by the Engineer, the Owner shall compensate the Engineer as follows:

**5.1 Basic Services.** For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the **Owner** shall pay the **Engineer** an hourly rate for **Services (the "Services Fee")**,

subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. The **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Schedule**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 Special Services.** Those services that may be required to provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

## **ARTICLE 6. Method of Payment.**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress at the hourly rates designated in Exhibit D-1 for the Work Authorized in each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment for each **Work Authorization** identified in the **Request for Payment** or at the specified hourly rates as identified in Exhibit D-1 together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**")

which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

**6.4** No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

**6.5** The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

**6.6 Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached

hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement"**.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These

changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

#### **ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12 Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all

the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information

relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as

compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for

clarification of any ambiguities until after the construction phase of the **Project** has been completed.

### **17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's best efforts**, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner

and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under

this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the

loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to**

***the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein**, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER**

**Hidalgo County  
1615 S. Closner, Suite J  
Edinburg, Texas 78539**

**ENGINEER**

**L&G Engineering  
2100 W. Expressway 83  
Mercedes, Texas 78570**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**ENGINEER:  
L&G ENGINEERING**

**BY:**   
Jacinto Garza, P.E.

**OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Ramon Garcia, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

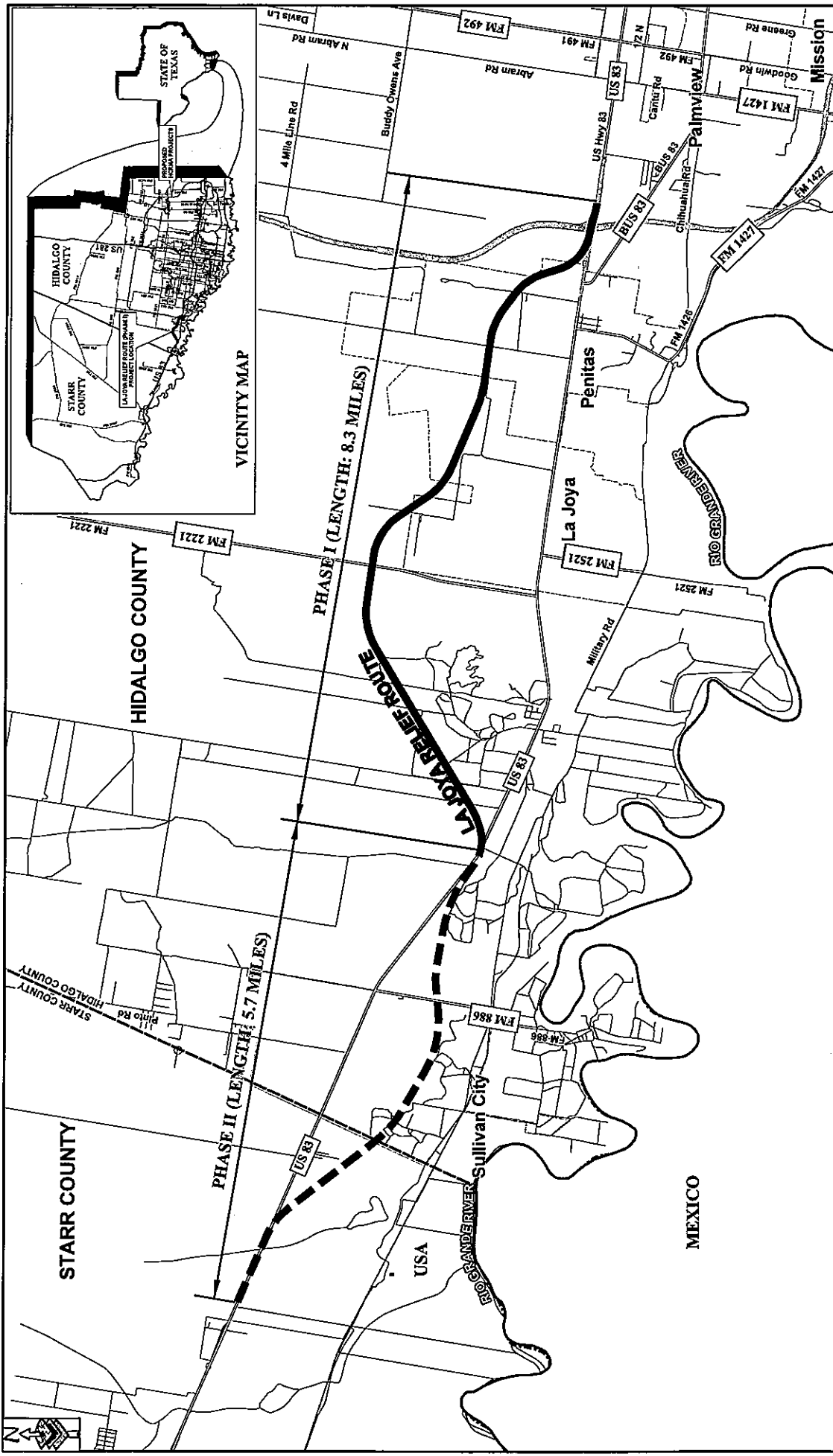
**Approved on Commissioners' Court:**

**APPROVED AS TO FORM:**  
Atlas, Hall & Rodriguez, L.L.P.

**By:** \_\_\_\_\_

**ATTACHMENTS:**

- LOCATION MAP
- EXHIBIT A –Scope of Services to be provided by the Owner *(to be provided in each Work Authorization)*
- EXHIBIT B –Scope of Services to be provided by the Engineer *(to be provided in each Work Authorization)*
- EXHIBIT C –Work Schedule *(to be provided in each Work Authorization)*
- EXHIBIT D –Contract Rates
- EXHIBIT E – SAMPLE – Work Authorization Form
- EXHIBIT F –SAMPLE – Supplemental Agreement Form
- EXHIBIT G –Certificate of Insurance *(Hidalgo County)*




**LEGEND**

- LA JOYA RELIEF ROUTE (PHASE I)
- US 83 / SULLIVAN CITY RELIEF ROUTE (PHASE II)
- PROPOSED HCRMA PROJECT
- CITY LIMITS
- STREETS
- STATE ROADS
- COUNTY LIMITS

**US83 LA JOYA RELIEF ROUTE (PHASE I)**  
**LOCATION MAP**  
 APPROX. PROJECT LENGTH 8.3 MILES

**L & G Engineering**  
 Transportation Consulting Engineers



© 2004 L&G ENGINEERING, INC. 11/17/04

**EXHIBIT "A"**

**Services to be provided by the County**

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.
3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.
4. The County will process all acceptable requests for payment in a timely manner.

**EXHIBIT "B"**  
**Services to be provided by the Engineer**

Services to be provided by the Engineer as needed on TxDOT related projects:


- Coordination meetings with affected property owners and project stakeholders.
- Coordination of improvements to other connecting roadways such as Mile 3, Tom Gill Road, Liberty Blvd., etc.
- Coordination with Hidalgo County Drainage District (HCDD#1)
- Coordination with owners of affected irrigation and utility facilities (ie. Locates, meetings, adjustments)

**EXHIBIT "C"**  
**Work Schedule**

The Work Schedule is anticipated to mirror the TxDOT project development schedule.

# EXHIBIT "D"

## CONTRACT RATES

 <span style="font-size: 1.5em; font-weight: bold; vertical-align: middle;">L &amp; G Engineering</span> Transportation Consulting Engineers				
Audited Overhead Rates 2010				
Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 12	Contract Rate FY 13	Contract Rate FY 14
Principal	\$ -	\$ -	\$ -	\$ -
Senior Project Manager	\$ 72.00	\$ 199.89	\$ 205.89	\$ 212.06
Senior Engineer	\$ 60.00	\$ 166.58	\$ 171.57	\$ 176.72
Project Engineer	\$ 43.00	\$ 119.38	\$ 122.96	\$ 126.65
Design Engineer	\$ 38.00	\$ 105.50	\$ 108.66	\$ 111.92
EIT	\$ 26.00	\$ 72.18	\$ 74.35	\$ 76.58
Senior Engineer Tech	\$ 25.00	\$ 69.41	\$ 71.49	\$ 73.63
Engineer Tech	\$ 24.00	\$ 66.63	\$ 68.63	\$ 70.69
CADD Operator	\$ 21.00	\$ 58.30	\$ 60.05	\$ 61.85
ROW Administrator	\$ 34.00	\$ 94.39	\$ 97.22	\$ 100.14
ROW Negotiator	\$ 31.00	\$ 86.06	\$ 88.65	\$ 91.31
Biologist	\$ 16.00	\$ 44.42	\$ 45.75	\$ 47.13
Senior Environmental Scientist/Specialist	\$ 43.00	\$ 119.38	\$ 122.96	\$ 126.65
Environmental Scientist/ Specialist	\$ 25.00	\$ 69.41	\$ 71.49	\$ 73.63
Admin/Clerical	\$ 18.00	\$ 49.97	\$ 51.47	\$ 53.02
Negotiated Overhead Rate: 147.88% Negotiated Profit Rate: 12.00%				
<b>Other Direct Expenses:</b>		<b>Cost</b>		
Lodging	\$85/night			
Meals	\$36/day			
Mileage	\$0.55/mile			
Car Rental	\$60.00/day			
Air Travel (Coach/Business Class)	<b>At Cost</b>			
8 1/2" X 11" copies	\$1.00/sheet			
11" X 17" copies	\$1.50/sheet			
11" X 17" Mylar	\$2.00/sheet			
Overnight Mail - Letter Size	\$15.00/Each			
Overnight Mail - Oversized Box	\$25.00/Each			



**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$\_\_\_\_\_. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as EXHIBIT "D".

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 6 of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source: Account No. \_\_\_\_\_ Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County \_\_\_\_\_, Commissioner \_\_\_\_\_ as to content and detail of this Work Authorization No. 1.

**HIDALGO COUNTY**

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 2012.

**THE ENGINEER:  
L&G ENGINEERING**

**THE OWNER:  
HIDALGO COUNTY**

-----  
By: Jacinto Garza, P.E.  
CEO/President

-----  
By: Ramon Garcia  
County Judge

**ATTEST:**

-----  
By: Arturo Guajardo, Jr., County Clerk

**LIST OF EXHIBITS**

- EXHIBIT "A" - Service to be provided by the Owner
- EXHIBIT "B" - Services to be provided by the Engineer
- EXHIBIT "C" - Work Schedule
- EXHIBIT "D" - Fee Schedule

**EXHIBIT "F"**

**Supplemental Agreement Form**

THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**

This SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between HIDALGO COUNTY, acting herein by and through the Commissioner's Court, hereinafter called the "Owner", and L&G ENGINEERING, Professional Engineers of, Mercedes, Texas, hereinafter called "Engineer".

WITNESSETH

WHEREAS, the Owner and the Engineer executed the Agreement on the \_\_\_\_ day of \_\_\_\_\_ 2012 concerning engineering for \_\_\_\_\_ (hereinafter referred to as the "Project"); and,

WHEREAS, Article \_\_\_\_ of the Agreement, (article title), establishes \_\_\_\_\_; and,

WHEREAS, it has become necessary to amend the contract to

\_\_\_\_\_  
\_\_\_\_\_

**A. AGREEMENT**

NOW THEREFORE, premises considered, the Owner and the Engineer agree that said Agreement is amended as follows:

- I. Article \_\_\_\_ of the Agreement, (article title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**THE ENGINEER:  
L&G ENGINEERING**

BY: \_\_\_\_\_  
Jacinto Garza, P.E., CEO/President

**THE OWNER:  
HIDALGO COUNTY**

BY: \_\_\_\_\_  
Ramon Garcia, County Judge

LIST OF EXHIBITS  
(as required)

SAMPLE

ACORD

Client# EXHIBIT G LABOR  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
 07/19/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. 1400 N McColi Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	CONTACT NAME: PHONE (A/C, No, Ex): 956 682-9423	FAX (A/C, No): 956 687-1286	
	E-MAIL ADDRESS:		
INSURED L & G Engineering Laboratory LLC, L & G Consulting Engineers, Inc. 2100 W Expressway 83 Mercedes, TX 78570	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Landmark American Insurance Com		33138
	INSURER B: Texas Mutual Insurance Company		22945
	INSURER C: Hartford Ins Co of the Midwest		29424
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PPD Ded:10000 GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	X	X	LHC735082	07/19/2012	07/19/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X	X	65UENKN4458	07/19/2012	07/19/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			X TSF00010203000	07/23/2012	07/23/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab	X	X	LHC735082	07/19/2012	07/19/2013	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The General Liability contains Additional Insured and Waiver of Subrogation to other insurance when required by written contract under form SS 00 08. Auto Liability contains Additional Insured and Waiver of Subrogation under endorsement Commercial Automobile Broad Form form HA 99 16 03 12. Workers Compensation contains Texas Waiver of Rights to Recover under form WC 42 03 04 A.

CERTIFICATE HOLDER Hidalgo County Purchasing Dept 2812 S Business Hwy 281 Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian E Lewis</i>
---	---

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C- 12-247-10-01**  
**Work Authorization Form**  
**WORK AUTHORIZATION NO. 1**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, L&G ENGINEERING, professional engineers of Mercedes, Texas hereinafter called "Engineer".

**PART 1. SCOPE OF WORK**

- a. The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for the local coordination that will be required to assist the Texas Department of Transportation (TxDOT) and Hidalgo County in the project development for the US 83 (La Joya Relief Route) project from US 83 at Peñitas West 8.3 Miles.

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" - Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is as follows:

- Coordination meetings with affected property owners and project stakeholders.
- Coordination of improvements to other connecting roadways such as Mile 3, Tom Gill Road, Liberty Blvd., etc.
- Coordination with Hidalgo county Drainage District (HCDD) for drainage outfalls and hydrologic studies.
- Coordination with owners of affected irrigation and utility facilities (ie. locates, meetings, adjustments)

**PART 2. ESTIMATED COST**

The maximum amount payable for services under this Work Authorization is **\$75,000.00**. This amount will be invoiced while work is in progress at the hourly rates designated in *EXHIBIT "D-1"-Project Fee Rates*.

**PART 3. PAYMENT**

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of the scope of work for this work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

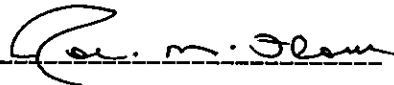
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 3

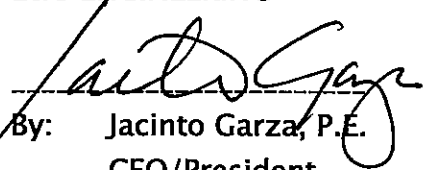
BY: 

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on July 31, 2012 as indicated below.

THE ENGINEER:  
L&G ENGINEERING

THE OWNER:  
HIDALGO COUNTY

  
By: Jacinto Garza, P.E.  
CEO/President

\_\_\_\_\_  
By: Ramon Garcia,  
County Judge

ATTEST:

\_\_\_\_\_  
By: Arturo Guajardo, Jr., County Clerk

**LIST OF EXHIBITS**

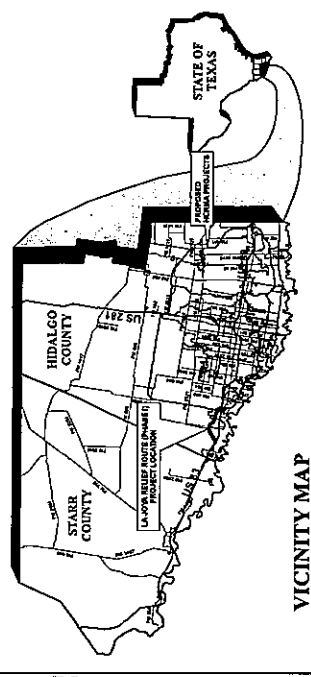
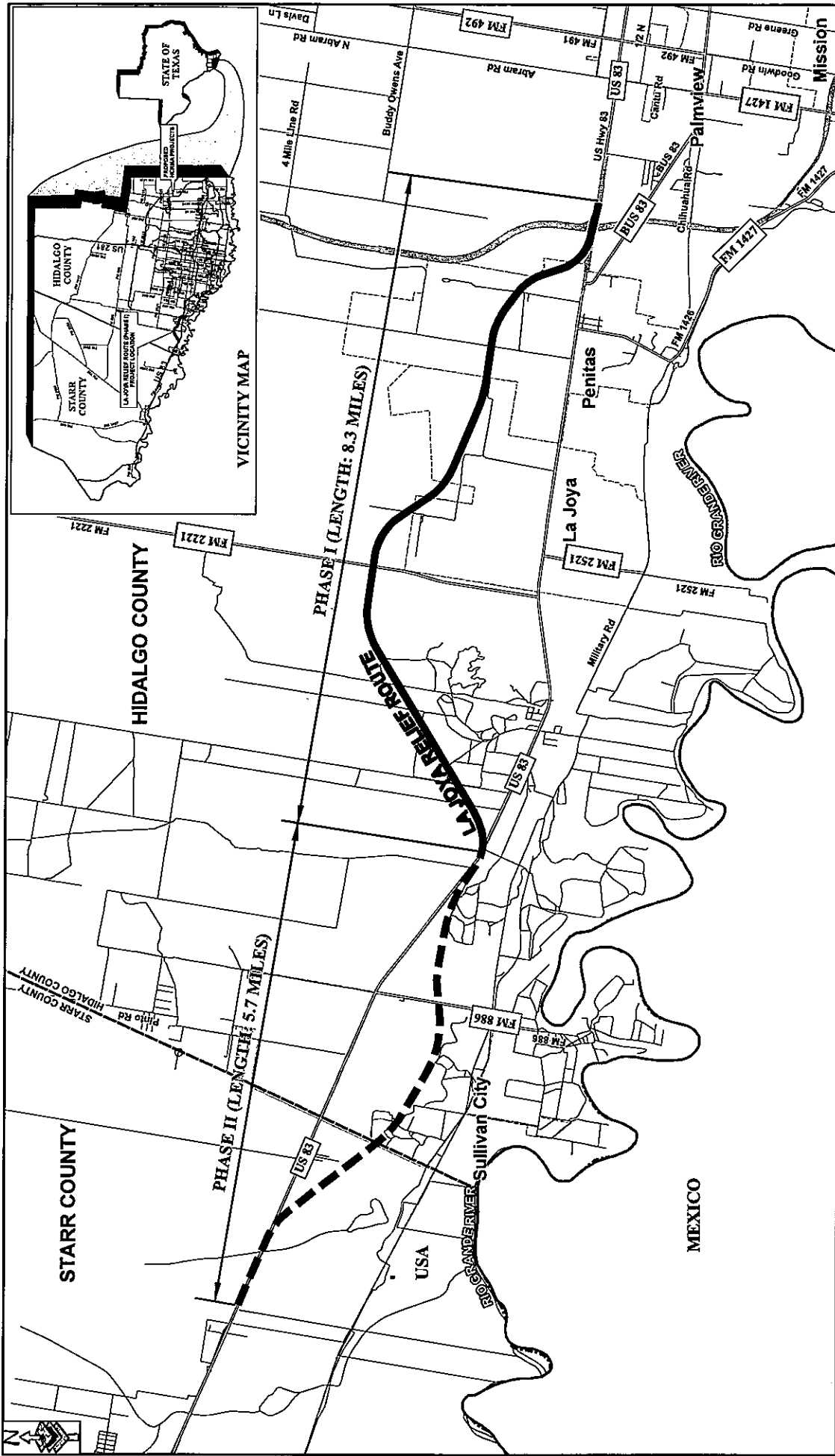
Location Map

Exhibit A - Services to be provided by Owner

Exhibit B - Services to be provided by Engineer

Exhibit C - Work Schedule

Exhibit D-1 - Project Fee Schedule



**LEGEND**

- LA JOYA RELIEF ROUTE (PHASE I)
- US 83 / SULLIVAN CITY RELIEF ROUTE (PHASE II)
- PROPOSED HCRMA PROJECT
- CITY LIMITS
- STREETS
- STATE ROADS
- COUNTY LIMITS

Scale: 1 inch = 5,000 feet

**US83 LA JOYA RELIEF ROUTE (PHASE I) LOCATION MAP**

APPROX. PROJECT LENGTH 8.3 MILES

**L & G Engineering**  
 Transportation Consulting Engineers

© SAN ANTONIO, TEXAS BY PLANES IS LA JOYA LOCATION MAP 11X17 7/24/11

**EXHIBIT "A"**

**Services to be provided by the County**

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.
2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.
3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.
4. The County will process all acceptable requests for payment in a timely manner.

**EXHIBIT "B"**  
**Services to be provided by the Engineer**

Services to be provided by the Engineer as needed on TxDOT related projects:

- Coordination meetings with affected property owners and project stakeholders.
- Coordination of improvements to other connecting roadways such as Mile 3, Tom Gill Road, Liberty Blvd., etc.
- Coordination with Hidalgo County Drainage District (HCDD#1)
- Coordination with owners of affected irrigation and utility facilities (ie. Locates, meetings, adjustments)

**EXHIBIT "C"**  
**Work Schedule**

The Work Schedule is anticipated to mirror the TxDOT project development schedule.

# EXHIBIT "D-1"

## PROJECT FEE RATES



# L & G Engineering

Transportation Consulting Engineers

Audited Overhead Rates 2010

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 12		
Principal	\$ -	\$ -		
Senior Project Manager	\$ 72.00	\$ 199.89		
Senior Engineer	\$ 60.00	\$ 166.58		
Project Engineer	\$ 43.00	\$ 119.38		
Design Engineer	\$ 38.00	\$ 105.50		
EIT	\$ 26.00	\$ 72.18		
Senior Engineer Tech	\$ 25.00	\$ 69.41		
Engineer Tech	\$ 24.00	\$ 66.63		
CADD Operator	\$ 21.00	\$ 58.30		
ROW Administrator	\$ 34.00	\$ 94.39		
ROW Negotiator	\$ 31.00	\$ 86.06		
Biologist	\$ 16.00	\$ 44.42		
Senior Environmental Scientist/Specialist	\$ 43.00	\$ 119.38		
Environmental Scientist/ Specialist	\$ 25.00	\$ 69.41		
Admin/Clerical	\$ 18.00	\$ 49.97		
Negotiated Overhead Rate: 147.88% Negotiated Profit Rate: 12.00%				
<b>Other Direct Expenses:</b>		<b>Cost</b>		
Lodging		\$85/night		
Meals		\$36/day		
Mileage		\$0.55/mile		
Car Rental		\$60.00/day		
Air Travel (Coach/Business Class)		<b>At Cost</b>		
8 1/2" X 11" copies		\$1.00/sheet		
11" X 17" copies		\$1.50/sheet		
11" X 17" Mylar		\$2.00/sheet		
Overnight Mail - Letter Size		\$15.00/Each		
Overnight Mail - Oversized Box		\$25.00/Each		

AI-34313

Purchasing Department 22. D. 2.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Martha L. Salazar

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

**Information**

**CAPTION**

Requesting Commissioners' Court to take the following actions:

- a. accept the four (4) Request for Proposal (RFP) responses submitted for the project; and,
  - b. designate an evaluation committee from Pct. #3 (which will include Purchasing) to grade/score/evaluate the four (4) accepted responses
- for "Emergency Ambulance Services for Unincorporated Areas in Pct. 3".

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact at this time.

**Attachments**

- Evaluation Committee Memo
- acceptance sheet
- participant log

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing Department	Marty Salazar	09/25/2012 05:24 PM
Budget & Management	Merlen P. Munoz	09/26/2012 08:09 AM
Perla Lopez	Perla Lopez	09/27/2012 09:02 AM
Auditor's Office	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Yvette Islas		Started On: 09/18/2012 01:59 PM
	Final Approval Date: 09/28/2012	



COUNTY COMMISSIONER PRECINCT 3  
County of Hidalgo

Joe M. Flores  
County Commissioner Pct. No. 3

# Memo

**To:** Marty Salazar, Purchasing Dept.

**From:** Commissioner Joe M. Flores

**Date:** 9/26/2012

**Re:** Evaluation Committee

---

Please be advised that the following personnel have been designated as members of the evaluation committee: Commissioner Joe M. Flores (Pct.3), Dr. Mona R. Parras (Pct.3), Marty Salazar (Purchasing Dept.), Yvette Islas (Purchasing Dept), and Valde Guerra (Executive Office). The following committee members have been designated to evaluate the 4 responses received for the "Emergency Ambulance Services for Unincorporated Area in Pct. 3."

Thank you in advance for your prompt attention to this request. If you have any questions regarding this correspondence please do not hesitate to call my office at (956) 585-4509.

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME:** HIDALGO COUNTY – PRECINCT 3

**BID OPENING DATE:** SEPTEMBER 19, 2012

**BID OPENING TIME:** 9:30 A.M.

**DESCRIPTION OF BID:** "EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3"

**BID NO:** 12-203-09-19-YSI

**BUYER:** Yvette S. Islas

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT OF RECEIPT OF RFP RESPONSE
#1	Hidalgo County Emergency Ambulance Services Pharr, Texas	1 Original 7 Copies
#2	Quest Ambulance Inc. McAllen, Texas	1 Original 7 Copies
#3	Pro-Medic EMS Alamo, Texas	1 Original 7 Copies
#4	Med-Care EMS McAllen, Texas	1 Original 7 Copies
#5		
#6		
#7		
#8		

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS  
RFB-RFP-RFQ**

**BID OPENING DATE:** September 19, 2012 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION:** "EMERGENCY AMBULANCE SERVICES IN UNINCORPORATED AREAS WITHIN PRECINCT 3

**RFP NO.:** 2012-209-09-19-YSI

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Pro-Medic EMS John Pena Jesse Flores	Email Email	<a href="mailto:jjpena2005@gmail.com">jjpena2005@gmail.com</a> ysi <a href="mailto:jovi_promedicems@yahoo.com">jovi_promedicems@yahoo.com</a> ysi	09-05-12 09-12-12	1000 E Expwy 83 San Juan, TX (956) 782-9886 o (956) 533-6677 c
2. Quest Ambulance Alvin Patina II, Chief	Email	<a href="mailto:quest_training@yahoo.com">quest_training@yahoo.com</a> ysi	09-05-12	1013 Sycamore Ave. McAllen TX, 78501 (956) 686-9711 o (956) 686-9953 f (956) 240-0068 c
3. Hidalgo County EMS Kenny Ponce	TR	<a href="mailto:Kponce100@yahoo.com">Kponce100@yahoo.com</a> ysi	09-05-12	1100 West Albred Pharr, TX 78577 (956) 686-1224 o (361) 562-4484 c joey campos
4. Acadian Ambulance Service Garret Coats	Email	<a href="mailto:Garret.Coats@acadian.com">Garret.Coats@acadian.com</a> ysi	09-06-12	P O Box 92970 Lafayette, LA 70509-2970 (337) 291-4039 o (337) 521-3695 f (512) 520-6832 c
5. EmCare, Inc.	Email	<a href="mailto:Sonny.Geary@amr.net">Sonny.Geary@amr.net</a> ysi	09-06-12	850 South Palafox Street, Suite 101 Pensacola, FL 32502 (850) 437-7722 o (303) 324-5355 c roylene rhodes
6. Prime Vendor Erika Russ	Email	<a href="mailto:Work43@primevendor.com">Work43@primevendor.com</a> ysi	09-07-12	4622 Cedar Avenue, Suite 123 Wilmington, NC 28403 800-746-9554 o 800-746-8307 f
7. Vazaldua & Associates	TR	<a href="mailto:Paulmvazaldua555@yahoo.com">Paulmvazaldua555@yahoo.com</a> ysi & in person	09-11-12	3400 N. McColl Road McAllen, Texas 78501 (956) 451-6775 Cell (956) 630-1101 Fax

**\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)  
E-MAIL (EM)**

AI-34254

Purchasing Department 22. E. 1.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

a. Discussion, consideration, and approval of Amendment No. 4 with "Texas Conference of Urban Counties and Tyler Technologies for continuation of the CIJS (Common Integrated Justice System) Project"

b. Requesting approval to execute an Amended and Restated Implementation Plan for Phase 1 and Phase 2 with Tyler Technologies, Inc. to proceed with the completion of the project within the original budgets.

**BACKGROUND**

No action taken on item on 9/11/12

---

**Fiscal Impact**

**FISCAL YEAR:** 2012

**ACCT. #:** 2-1302-412-00-200-009-0-747

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funds available in PO#'s 631083 & 631084 in the amounts of \$1,311,091.71 & 266,877.76 respectively as of 9/26/12 for The Software Group Tyler Technologies, Inc.

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**Attachments**

legal approval

Amended Plans & agreement

Letter to Judge

BACK UP

**Form Review**

**Inbox**  
Purchasing Department  
Budget & Management  
Auditor's Office

**Reviewed By**  
Marty Salazar  
Merlen P. Munoz  
Angela Garcia

**Date**  
09/20/2012 12:00 PM  
09/20/2012 01:56 PM  
09/28/2012 08:44 AM  
Started On: 09/14/2012

Form Started By: Monica Badillo

Final Approval Date: 09/28/2012

Amendment to the  
Amended and Restated Implementation Plan  
Phase 1 and Phase 2

**WHEREAS**, Tyler Technologies, Inc (hereinafter “Tyler”) and the Texas Conference of Urban Counties (hereinafter “CUC”) entered into a certain agreement whereby Tyler provides certain software and services relating to the CUC’s Common Integrated Justice System (CIJS) Court Administration System project to CUC participating members; and

**WHEREAS**, in July 2007 Hidalgo County, Texas (hereinafter “Hidalgo” or “County”) entered into an agreement with the CUC whereby Hidalgo became entitled to participate in the CIJS project administered by the CUC (hereinafter “the Agreement”); and

**WHEREAS**, on July 1, 2008 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the first phase of an anticipated multi-phase project which contained an Implementation Plan for phase 1 implementation (hereinafter “the Phase 1 Implementation Plan”); and

**WHEREAS**, on March 2, 2009 Hidalgo executed a certain Notice to Proceed whereby Hidalgo elected to acquire certain Tyler software and implementation services for the second phase of an anticipated multi-phase project which contained an Implementation Plan for phase 2 implementation (hereinafter “the Phase 2 Implementation Plan”); and

**WHEREAS**, on March 6, 2012 the parties executed an Amended and Restated Implementation Plan for Phase 1 and an Amended and Restated Implementation Plan for Phase 2 whereby certain services hours were reallocated between phases 1 and 2 of the County’s implementation; and

**WHEREAS**, the Parties desire to replace the Implementation Plan schedules that were attached to the said Amended and Restated Implementation Plans to further reallocate services hours; and

**WHEREAS**, Hidalgo additionally desires to replace its current maintenance and support agreement for the Tyler software acquired by the County with Tyler’s current maintenance and support services;

**NOW THEREFORE**, the parties hereto do mutually agree and represent as follows:

The attached Exhibit A - Hidalgo Implementation Plan – Phase I Civil hereby replaces the Hidalgo Implementation Plan – Phase I Civil document attached to the Amended and Restated Implementation Plan Phase I dated March 6, 2012, which attachment shall be considered deleted in its entirety.

The attached Exhibit B - Hidalgo Implementation Plan Phase II – ICJ hereby replaces the Hidalgo Implementation Plan Phase II – ICJ document attached to the Amended and Restated Implementation Plan Phase 2 dated March 6, 2012, which attachment shall be considered deleted in its entirety.

The attached Exhibit C – Maintenance and Support Services Agreement is hereby incorporated, upon the Effective Date noted in Exhibit C, into the contractual agreement between Tyler and the County relating to the Tyler Odyssey software and is intended to replace any prior maintenance and support services agreement related to the Tyler Odyssey software acquired by County thereby. In consideration of the covenants herein, Tyler and Hidalgo agree that the Odyssey Maintenance of \$84,500 reflected in Exhibit

D shall be considered full payment for the 2012 calendar year for the maintenance services due under Exhibit C, the fees listed in Schedule 1 of Exhibit C notwithstanding.

As part of the standard maintenance and support program that the County is adopting above, the software module known as Custom Reporting would be provided by Tyler at no cost. Prior to execution of this Amendment, the County separately acquired said software and incurred license fees related thereto.

The parties hereby agree and confirm that there are currently unpaid and outstanding invoices for services rendered and products provided by Tyler to Hidalgo totaling \$411,811.39 (summary attached for reference as exhibit D) which includes unpaid software license fees for Custom Reporting. The parties further agree that if the \$411,811.39 is paid in full by Hidalgo on or before October 31, 2012, Tyler shall credit the County the \$39,000 Custom Reporting license fee against 2013 maintenance fees that become due under the new maintenance program adopted by the County hereby. If such balance is unpaid after October 31, 2012 the County shall no longer be entitled to the said license fee credit and nothing contained herein shall be deemed a waiver of any rights of Tyler with regard to collection of such fees. Nothing herein shall be deemed to require County to make any payments in contravention of applicable state law.

The parties further understand and agree that maintenance invoices for County's legacy products shall be treated separately and apart from this amendment and nothing herein shall constitute a waiver or satisfaction of amounts due and owing therefor. Such fees shall become due and payable pursuant to those separate agreements.

The parties represent and acknowledge that sufficient and adequate consideration exists to support the mutual covenants and commitments described herein and that to the extent applicable, each shall be bound hereby.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

**Hidalgo County, TX**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Tyler Technologies, Inc.**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

Hidalgo Implementation Plan – Phase I Civil

# Hidalgo Implementation Plan - Phase I Civil

## Implementation Plan *tyler works.*

Tyler Technologies, Inc.

6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsg.com

Texas Conference of Urban Counties

Participating Member County : Hidalgo Phase I Civil

Budget Letter Date: N/A  
 Last Updated: 5/15/2012

Tyler Technologies Contact: Steve Moerbe  
 Accounts Manager  
 Tyler Technologies  
 6500 International Parkway, Suite 2000  
 Plano, Texas 75093  
 972/713-3770  
[Steve.Moerbe@TylerTech.com](mailto:Steve.Moerbe@TylerTech.com)

### Major Assumptions

\*See Assumptions Detail for more information

<b>Expected Project Duration</b>	
CUC Enterprise Products:	5 Months
Additional Products: <u>Months</u>	
Total:	5 Months
<b>Project Management dedication:</b>	75%
<b>Number of Interfaces:</b>	0
<b>Data Conversion Approach:</b>	Approach 1 - Standard conversion of TSG UNIX products
<b>Training Approach:</b>	Tyler to perform direct training to end-users
<b>Travel Allowance Assumptions</b>	
	3 days/trip. 503 <i>est. days onsite.</i> 168 <i>est. trips.</i>
Overnight hotel required?	Yes
Air travel required?	Yes

### Software Licenses

License Fee

#### CUC Enterprise License

Case Management	Yes
Probate & Mental Health	Yes
Civil & Family	Yes
Criminal	Yes
Justice of the Peace	Yes
Prosecutor	Yes

**Included In CUC Enterprise License**

#### Additional Products - County License

Jail Management	Yes
Law Enforcement/RMS	Yes
Community Supervision	No
Hot Checks	Yes

included

#### Total - Local County Licenses

-

### Implementation Services

		Original Hours	Adjusted Hours	Original Hours	Adjusted Cost
<b>Summary</b>					
1	Project Management	1,690.00	1,760.75	245,050.00	255,308.75
2	Implementation Plan	120.00	120.00	17,400.00	17,400.00
3	Customization	154.00	296.00	20,020.00	38,480.00
4	Interfaces*	-	-	-	-
5	Fit Analysis	127.00	98.56	16,510.00	12,812.80
6	Data Conversion	685.00	682.50	89,050.00	88,725.00
7	Configuration & Consulting	1,181.00	1,177.50	153,530.00	153,075.00
8	Training	536.00	544.00	67,000.00	68,000.00
9	Go-Live Assistance	400.00	345.00	50,000.00	43,125.00
	Other Services				
<b>Services Totals</b>		<b>4,893.00</b>	<b>5,024.31</b>	<b>658,560.00</b>	<b>676,926.55</b>
				(141,160.00)	
<b>Travel Allowance Budget</b>			prev	131,467.00	131,467.00
<b>Total Software License &amp; Implementation Services</b>				<b>Original</b>	<b>790,027.00</b>
<b>Total Software License &amp; Implementation Services</b>				<b>Adjusted</b>	<b>808,393.55</b>

# Hidalgo Implementation Plan - Phase I Civil

## Phase I Implementation Plan- Services Detail

*tyler works.*

Hidalgo County Phase I											
	Rate	Amend #3 Hours	Amend #3 Cost	Amm 4 Adjusted Hours	Adjusted Cost	Diff 3v4	Rate	Amend #3 Hours	Amend #3 Cost	Adjusted Hous	Adjusted Cost
<b>CUC Products</b>							<b>Additional Products</b>				
Project Management	145	1,690.00	245,050.00	1,760.75	255,308.75	70.75	Project Management	145	-	-	-
Implementation Plan	145	120.00	17,400.00	120.00	17,400.00	-	Customization	130	-	-	-
Customization	130	154.00	20,020.00	296.00	38,480.00	142.00					
Interfaces*	130		-		-						
<b>Courts</b>							<b>Jail Management</b>				
<b>Probate &amp; Mental Health (CC)</b>							<b>Hours Cost Adjusted</b>				
Fit Analysis	130	27.00	3,510.00	10.56	1,372.80	(16.44)	Fit Analysis	130	-	-	-
Data Conversion	130	80.00	10,400.00	189.25	24,602.50	109.25	Data Conversion	130	-	-	-
Interfaces	130		-		-		Interfaces	130	-	-	-
Configuration & Consulting	130	120.00	15,600.00	224.50	29,185.00	104.50	Configuration & Consulting	130	-	-	-
Training	125	118.00	14,750.00	-	-	(118.00)	Training	125	-	-	-
Go-Live Assistance	125	80.00	10,000.00	-	-	(80.00)	Go-Live Assistance	125	-	-	-
<b>Civil &amp; Family (CC &amp; DC)</b>							<b>Law Enforcement / RMS</b>				
Fit Analysis	130	100.00	13,000.00	88.00	11,440.00	(12.00)	Fit Analysis	130	-	-	-
Data Conversion	130	605.00	78,650.00	493.25	64,122.50	(111.75)	Data Conversion	130	-	-	-
Interfaces	130		-		-		Interfaces	130	-	-	-
Configuration & Consulting	130	1,061.00	137,930.00	953.00	123,890.00	(108.00)	Configuration & Consulting	130	-	-	-
Training	125	418.00	52,250.00	544.00	68,000.00	126.00	Training	125	-	-	-
Go-Live Assistance	125	320.00	40,000.00	345.00	43,125.00	25.00	Go-Live Assistance	125	-	-	-
<b>Criminal (CC &amp; DC)</b>							<b>Probation</b>				
Fit Analysis	130	-	-	-	-		Fit Analysis	130	-	-	-
Data Conversion	130	-	-	-	-		Data Conversion	130	-	-	-
Interfaces	130	-	-	-	-		Interfaces	130	-	-	-
Configuration & Consulting	130	-	-	-	-		Configuration & Consulting	130	-	-	-
Training - CC	125	-	-	-	-		Training	125	-	-	-
Go-Live Assistance	125	-	-	-	-		Go-Live Assistance	125	-	-	-
<b>Prosecutor</b>							<b>Hot Checks</b>				
Fit Analysis	130	-	-	-	-		Fit Analysis	130	-	-	-
Data Conversion	130	-	-	-	-		Data Conversion	130	-	-	-
Interfaces	130	-	-	-	-		Interfaces	130	-	-	-
Configuration & Consulting	130	-	-	-	-		Configuration & Consulting	130	-	-	-
Training	125	-	-	-	-		Training	125	-	-	-
Go-Live Assistance	125	-	-	-	-		Go-Live Assistance	125	-	-	-
<b>Justice of the Peace</b>							<b>Other/Additional Services</b>				
Fit Analysis	130	-	-	-	-						
Data Conversion	130	-	-	-	-						
Interfaces	130	-	-	-	-						
Configuration & Consulting	130	-	-	-	-						
Training	125	-	-	-	-						
Go-Live Assistance	125	-	-	-	-						
						131.31					
						(81.44)					
<b>Total Services - CUC Products</b>		4,893.00	658,560.00	5,024.31	676,926.55		<b>Total Services - Additional Products</b>	-	-	-	-

Exhibit B

Hidalgo Implementation Plan Phase II - ICJ

**Implementation Plan** *tyler works.*

Tyler Technologies, Inc.

6500 International Parkway, Ste. 2000 Plano, TX 75093 Tel: 972.713.3770 Fax: 972.713.3777 www.tyler-tsq.com

Texas Conference of Urban Counties

Participating Member County : Hidalgo - Phase II ICJS

Budget Letter Date: Phase II Implementation Plan  
 Last Updated: **5/15/2012**

Tyler Technologies Contact: Steve Moerbe  
 Accounts Manager  
 Tyler Technologies  
 6500 International Parkway, Suite 2000  
 Plano, Texas 75093  
 972/713-3770  
[Steve.Moerbe@TylerTech.com](mailto:Steve.Moerbe@TylerTech.com)

**Major Assumptions**

*\*See Assumptions Detail for more information*

<b>Expected Project Duration</b>	
CUC Enterprise Products & Additional Products:	10 Months
	Months
Total:	10 Months
<b>Project Management dedication:</b>	75%
<b>Number of Interfaces:</b>	1
<b>Data Conversion Approach:</b>	Approach 1 - Standard conversion of TSG UNIX products
<b>Training Approach:</b>	Tyler to perform direct training to end-users
<b>Travel Allowance Assumptions</b>	3 days/trip. 416 <i>est. days onsite.</i> 139 <i>est. trips.</i>
Overnight hotel required?	<b>Yes</b>
Air travel required?	<b>Yes</b>

**Software Licenses**

License Fee

**CUC Enterprise License**

Case Management	Yes
Probate & Mental Health	Yes
Civil & Family	Yes
Criminal	Yes
Justice of the Peace	Yes
Prosecutor	Yes

**Included In CUC Enterprise License**

**Additional Products - County License**

Jail Management	Yes
Law Enforcement/RMS	Yes
Community Supervision	NO
Hot Checks	Yes

Paid through CUC TechShare	375,000
Paid through CUC TechShare	included
Paid through CUC TechShare	90,000

**Total - Local County Licenses**

**465,000**

**Implementation Services**

**Summary**

	Original Hours	Adjusted Hours	Original Cost	Adjusted Cost
Project Management	1,295.85	1,225.10	187,898.00	177,639.50
Implementation Plan	16.00	16.00	2,320.00	2,320.00
Customization	2,777.00	2,635.00	361,010.00	342,550.00
Interfaces*	450.00	450.00	58,500.00	58,500.00
Fit Analysis	296.00	296.00	38,480.00	38,480.00
Data Conversion	722.00	722.00	93,860.00	93,860.00
Configuration & Consulting	850.00	929.63	110,500.00	120,852.20
Training	920.00	920.00	115,000.00	115,000.00
Go-Live Assistance	700.00	700.00	87,500.00	87,500.00
Other Services				

**Services Totals**

<b>8,026.85</b>	<b>7,893.73</b>	<b>1,055,068.00</b>	<b>1,036,701.70</b>
-----------------	-----------------	---------------------	---------------------

**Travel Allowance Budget**

prev	88,250.00	88,250.00
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**Total Software License & Implementation Services**

**Original 1,608,318.00**

**Total Software License & Implementation Services**

**Adjusted 1,589,951.70**

Phase II Implementation Plan- Services Detail

tyler works.

Phase II						tyler works.						
Rate	Amend #3 Hours	Amend #3 Cost	Am 4 Adjusted Hours	Adjusted Cost	Diff 3v4	Rate	Amend #3 Hours	Amend #3 Cost	Adjusted Hour	Adjusted Cost		
<b>CUC Products</b>						<b>Additional Products</b>						
Project Management	145	1,295.85	187,898.00	1,225.10	177,639.50	(70.75)	Project Management	145	-	-	-	
Implementation Plan	145	16.00	2,320.00	16.00	2,320.00	-	Customization	130	-	-	20.50	2,665.00
Customization	130	2,777.00	361,010.00	2,614.50	339,885.00	(162.50)						
Interfaces*	130	450.00	58,500.00	450.00	58,500.00	-						
<b>Courts</b>						<b>Jail Management</b>						
<b>Probate &amp; Mental Health (CC)</b>						<b>Hours Cost Adjusted</b>						
Fit Analysis	130	-	-	-	-	-	Fit Analysis	130	80.00	10,400.00	-	-
Data Conversion	130	-	-	-	-	-	Data Conversion	130	220.00	28,600.00	-	-
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-	-	Configuration & Consulting	130	250.00	32,500.00	-	-
Training	125	-	-	-	-	-	Training	125	320.00	40,000.00	-	-
Go-Live Assistance	125	-	-	-	-	-	Go-Live Assistance	125	320.00	40,000.00	-	-
<b>Civil &amp; Family (CC &amp; DC)</b>						<b>Law Enforcement / RMS</b>						
Fit Analysis	130	-	-	-	-	-	Fit Analysis	130	40.00	5,200.00	-	-
Data Conversion	130	-	-	-	-	-	Data Conversion	130	150.00	19,500.00	-	-
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	-
Configuration & Consulting	130	-	-	-	-	-	Configuration & Consulting	130	120.00	15,600.00	14.75	1,917.50
Training	125	-	-	-	-	-	Training	125	120.00	15,000.00	8.50	1,062.50
Go-Live Assistance	125	-	-	-	-	-	Go-Live Assistance	125	100.00	12,500.00	-	-
<b>Criminal (CC &amp; DC)</b>						<b>Probation</b>						
Fit Analysis	130	120.00	15,600.00	296.00	38,480.00	176.00	Fit Analysis	130	-	-	-	-
Data Conversion	130	220.00	28,600.00	722.00	93,860.00	502.00	Data Conversion	130	-	-	-	-
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	-
Configuration & Consulting	130	360.00	46,800.00	914.88	118,934.70	554.88	Configuration & Consulting	130	-	-	-	-
Training - CC	125	320.00	40,000.00	911.50	113,937.50	591.50	Training	125	-	-	-	-
Go-Live Assistance	125	160.00	20,000.00	700.00	87,500.00	540.00	Go-Live Assistance	125	-	-	-	-
<b>Prosecutor</b>						<b>Hot Checks</b>						
Fit Analysis	130	40.00	5,200.00	-	-	(40.00)	Fit Analysis	130	16.00	2,080.00	-	-
Data Conversion	130	72.00	9,360.00	-	-	(72.00)	Data Conversion	130	60.00	7,800.00	-	-
Interfaces	130	-	-	-	-	-	Interfaces	130	-	-	-	-
Configuration & Consulting	130	80.00	10,400.00	-	-	(80.00)	Configuration & Consulting	130	40.00	5,200.00	-	-
Training	125	120.00	15,000.00	-	-	(120.00)	Training	125	40.00	5,000.00	-	-
Go-Live Assistance	125	80.00	10,000.00	-	-	(80.00)	Go-Live Assistance	125	40.00	5,000.00	-	-
<b>Justice of the Peace</b>						<b>Other/Additional Services</b>						
Fit Analysis	130	-	-	-	-	-						
Data Conversion	130	-	-	-	-	-						
Interfaces	130	-	-	-	-	-						
Configuration & Consulting	130	-	-	-	-	-						
Training	125	-	-	-	-	-						
Go-Live Assistance	125	-	-	-	-	-						
<b>Total Services - CUC Products</b>		6,110.85	810,688.00	7,849.98	1,031,056.70		<b>Total Services - Additional Products</b>		1,916.00	244,380.00	43.75	5,645.00

Exhibit C

Maintenance and Support Services Agreement

# Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and Hidalgo County, Texas (the "End User").

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

## 1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of End User's remote locations; or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

## 2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

- (a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software;
- (b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk.
- (c) provide training on the Licensed Software to its employees;
- (d) allow Tyler to install patches and other maintenance releases provided by Tyler;
- (e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement;
- (f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and
- (g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

## 3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1. General Services for Reporting Production Documented Defects.

- (a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m.,

Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4. Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

- (a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;
- (b) providing recommendations to End User regarding resolution of said non-defect failure(s); and
- (c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

#### 4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

#### 5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

#### 6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release

levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

## 7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed

Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

## 8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

## 9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

## 10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

## 11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or

modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party:

**TYLER TECHNOLOGIES, INC.**

**END USER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Schedule 1)  
Maintenance and Support Fees**

<b>Maintenance and Support Services</b>
<b>Description</b>
<b>Licensed Software</b>
Odyssey Justice Suite
Odyssey Case Manager – 1 <sup>st</sup> Case Type
Odyssey Case Manager – 2 <sup>nd</sup> Case Type
Odyssey Check Manager
Odyssey Jail Management/Law Enforcement
Odyssey Public Access Online Documents
Odyssey Public Access Agency Secure Access

<b>M&amp;S Fees</b>	
<b>Support Type</b>	<b>Annual M&amp;S Fees</b>
Standard	\$143,325
Standard	\$77,175
Standard	\$18,900
Standard	\$78,750
Standard	\$3,360
Standard	\$1,470
Annual Maintenance & Support Fees:	
\$322,980	
Maintenance Effective Date:	
1/1/2012	

Maintenance shall commence upon go-live date and will be prorated through the end of the then-current year.

Exhibit D

Invoice Summary

## Invoice Summary

<b>Date</b>	<b>Invoice#</b>	<b>Description</b>	<b>Unpaid Balance</b>
3/14/2011	183527	PO# 6310842 Implementation Services	14,202.50
1/23/2012	020-1415	PO# 658123 Receipts	612.63
1/23/2012	020-1417	PO# 665369 Receipts	628.22
2/20/2012	020-1604	PO# 631084 Implementation Services	11,504.75
2/29/2012	020-1655	PO# 669659 Receipts	590.00
3/20/2012	020-1921	PO# 631084 Implementation Services	43,660.80
3/17/2012	020-2070	PO# 631084 Implementation Services	97,994.66
5/13/2012	020-2184	PO# 631084 Implementation Services	86,098.28
6/14/2012	020-2402	PO# 631084 Implementation Services	7,682.96
7/17/2012	020-2528	2Q2012 - Billable Travel Expenses	2,336.59
			<b>265,311.39</b>

<b>Date</b>	<b>Invoice#</b>	<b>Description</b>	<b>Unpaid Balance</b>
5/1/2012	020-2161	License Fees (Custom Reporting, Online Documents, Agency Secure Access)	62,000.00
5/29/2012	020-2247	Odyssey Maintenance (first case type)	84,500.00
<b>Pay to CUC -&gt;</b>			<b>146,500.00</b>
Total Outstanding			<b>411,811.39</b>



September 18, 2012

**Chairman**

Commissioner  
Eddie Arnold  
*Jefferson County*

**Chair Elect**

Commissioner  
Bobbie Mitchell  
*Denton County*

**Immediate Past Chair**

Commissioner  
Mike Cantrell  
*Dallas County*

**Vice-Chairmen**

Comm. Tommy Adkisson  
*Bexar County*

Judge Veronica Escobar  
*El Paso County*

Comm. Fred Nardini  
*San Patricio County*

Judge Dan Gattis  
*Williamson County*

Comm. Kevin Burns  
*Wise County*

**Executive Director**

Donald Lee

**Member Counties**

*Bell ~ Bexar  
Brazoria ~ Brazos  
Cameron ~ Chambers  
Collin ~ Comal  
Dallas ~ Denton  
Ector ~ El Paso  
Fort Bend ~ Galveston  
Grayson ~ Gregg  
Guadalupe ~ Harris  
Hays ~ Hidalgo  
Hunt ~ Jefferson  
Johnson ~ Kaufman  
Lubbock ~ McLennan  
Midland ~ Nueces  
Randall ~ Rockwall  
San Patricio ~ Smith  
Tarrant ~ Travis  
Webb ~ Williamson  
Wise*

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

www.cucc.org

Honorable Ramon Garcia  
County Judge  
Hidalgo County  
P.O. Box 1356  
Edinburg, TX 78540

Re: **Approval of Changes to the Agreements with the Texas Conference of Urban Counties and Tyler Technologies for Continuation of the Hidalgo County Common Integrated Justice System Project**

Dear Judge Garcia,

In July 2007, Hidalgo County entered into agreement with the Texas Conference of Urban Counties to participate in the Common Integrated Justice System (CIJS) justice system project. In July 2008, the agreement was amended to initiate the first phase of the project, the implementation of Civil Courts. In March 2009, the County approved the initiation of the second phase of the project, the implementation of the Criminal Justice modules, including Criminal Courts, Prosecution and Sheriff. In March 2012, the County approved the continuation of the project by approving Amendment 3 to the Urban Counties Resource Sharing Addendum, the End User License Agreement (EULA) for Public Access, and revisions to the Implementation Plans for Phases 1 and 2 of the project. Since March 2012, the County has chosen to move forward to Tier 1 maintenance, and the implementation plans have been amended further and therefore will need to be reconsidered by Hidalgo County Commissioners Court.

The following items are attached to this letter:

- 1) Amendment No. 4 to the Resource Sharing Addendum, including Attachment A, Financial Plan; and
- 2) Hidalgo County Amendment to the Amended and Reinstated Implementation Plan Phase 1 and 2.

In order to continue moving forward with the integrated justice project under the Urban Counties' TechShare Program, the Urban Counties requests the Hidalgo County Commissioners Court's approval of the following:

- 1) Amendment No. 4 to the Resource Sharing Addendum;
- 2) Hidalgo County Amendment to the Amended and Reinstated Implementation Plan Phase 1 and 2; and
- 3) Payment in the amount of \$265,311.39 to Tyler Technologies for outstanding services and payment in the amount of \$218,875 (\$146,500 being Tyler license and maintenance fees) to Urban Counties for outstanding services. If these amounts can be paid in full on or before October 31, 2012, the County will receive a credit of \$39,000 toward the maintenance fees for County Fiscal Year 2013.

Upon approval by the Commissioners Court, please execute 3 originals of each of the following:

- 1) Amendment No. 4 to the Resource Sharing Addendum;
- 2) Hidalgo County Amendment to the Amended and Reinstated Implementation Plan Phase 1 and 2; and
- 3) Hidalgo County Maintenance and Support Services Agreement (included within the Amendment to the Amended and Reinstated Implementation Plan Phase 1 and 2).

One original copy of each document should be returned to the Urban Counties and to Tyler Technologies, and one original copy retained for the County's official records.

Should you have any questions or wish to discuss the matter further, please don't hesitate to contact our office at 512.476.6174.

Sincerely,



Charles Gray  
TechShare Program Manager



**AMENDMENT NO. 4 (“Amendment 4”)  
TO TECHSHARE RESOURCE SHARING ADDENDUM COMMON INTEGRATED  
JUSTICE SYSTEM (CIJS) COURT ADMINISTRATION SYSTEM**

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The Parties hereby amend the TECHSHARE RESOURCE SHARING ADDENDUM (“Addendum”) for the Common Integrated Justice System (“CIJS”) Court Administration System that was approved by the County of Hidalgo, Texas (“Hidalgo County”) and became effective on July 1, 2008 and executed by all parties July 9, 2008 as follows:

- 1) The term of the addendum remains December 31, 2012.
- 2) Attachment A of the Addendum is amended by replacing the “Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012” with the revised attached “Anticipated Payments to Texas Conference of Urban Counties in Fiscal Year 2012.”
- 3) Except as set forth herein, all provisions of the Addendum and any written amendment thereto, not inconsistent herewith, shall be in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**COUNTY OF HIDALGO**

\_\_\_\_\_  
By: County Judge

**Approved as to form:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TEXAS CONFERENCE OF URBAN COUNTIES**

\_\_\_\_\_  
By: Executive Director

## Attachment A – Financial Plan

### *Anticipated Payments to Texas Conference of Urban Counties through Fiscal Year 2012:*

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and contract Administration and Quality Assurance for Fiscal Year 2012. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan(s), as amended.

<b>Payment Schedule for FY12</b>			<b>Amount</b>	<b>Estimated Payment Date</b>
<b>Court and District Attorney Software</b>				
<b>License Fees</b>				
Enterprise Custom Reporting Payment 1			\$ 19,500	October 31, 2012
Public Access Online Docs Payment 1			\$ 8,000	October 31, 2012
Public Access Agency Secure Payment 1			\$ 3,500	October 31, 2012
Enterprise Custom Reporting Payment 2			\$ 19,500	October 31, 2012
Public Access Online Docs Payment 2			\$ 8,000	October 31, 2012
Public Access Agency Secure Payment 2			\$ 3,500	October 31, 2012
	<b>Annual Amount</b>	<b>Prorated Percentage</b>	<b>Prorated Amount</b>	
<b>Maintenance Fees</b>				
Court Administration- Civil	\$ 126,750	2/3	\$ 84,500	October 31, 2012
Public Access Online Docs	\$ 3,360	3/5	\$ 1,960	October 31, 2012
Public Access Agency Secure	\$ 1,470	3/5	\$ 858	October 31, 2012
<b>CUC Texas County Enterprise Mods</b>				
50% Hidalgo County Cost (remaining \$50,544 to be added to January 2013 allocation)			\$ 50,544	October 31, 2012
<b>CUC Oversight</b>				
Contract Administration			\$ 19,013	October 31, 2012
<b>Fiscal Year 2012</b>			<b>\$ 218,875</b>	

Note: CIJS Software Maintenance charges will be prorated each calendar year based on the actual “go live” date for each of the listed modules. First Case Type maintenance charges for FY12 have been pro-rated using a maintenance start date of May 1, 2012, and Online Docs and Agency Secure maintenance charges for FY12 have been pro-rated using a maintenance start date of June 1, 2012.

## Attachment A – Financial Plan

(continued)

The following schedule shows the estimated funding requirements and payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and contract Administration through Fiscal Year 2016.

All costs beyond FY2012 are estimates and are provided for planning purposes only. Charges for Enterprise Mods will be determined by the CIJS Technical Committee and Oversight Board on an annual basis for FY2013 and beyond.

Second Case Type, Jail/LE, and Check Manager maintenance charges for FY13 are estimates and reflect an anticipated go-live date of November 1, 2013. All modules are expected to be live as of January 1, 2014.

Hidalgo County						
Project Payments through Urban Counties						
FY2012-2016						
Project Costs	FY 12	FY 13	FY 14	FY 15	FY 16	Project Cost
<b>CIJS License Fees</b>						
Enterprise Custom Reporting	\$ 39,000					\$ 39,000
Public Access Online Docs	\$ 16,000					\$ 16,000
Public Access Agency Secure	\$ 7,000					\$ 7,000
Jail/LE		\$ 187,500				\$ 187,500
Check Manager		\$ 45,000				\$ 45,000
<b>CIJS Software Maintenance</b>						
First Case Type	\$ 84,500	\$ 143,325	\$ 143,325	\$ 150,491	\$ 158,016	\$ 679,657
Second Case Type		\$ 6,431	\$ 77,175	\$ 81,034	\$ 85,085	\$ 249,725
Public Access: Online Docs	\$ 1,960	\$ 3,360	\$ 3,360	\$ 3,528	\$ 3,704	\$ 15,912
Public Access: Agency Secure	\$ 858	\$ 1,470	\$ 1,470	\$ 1,544	\$ 1,621	\$ 6,962
Jail/LE		\$ 6,563	\$ 78,750	\$ 82,688	\$ 86,822	\$ 254,822
Check Manager		\$ 1,575	\$ 18,900	\$ 19,845	\$ 20,837	\$ 61,157
<b>Enterprise Modifications</b>						
Hidalgo County Mod Allocations	\$ 50,544	\$ 50,544				\$ 101,088
<b>Urban Counties Fee</b>						
Contract Administration	\$ 19,013	\$ 24,408	\$ 48,447	\$ 50,869	\$ 58,414	\$ 201,151
<b>Total Project Budget</b>	<b>\$ 218,875</b>	<b>\$ 470,176</b>	<b>\$ 371,427</b>	<b>\$ 389,998</b>	<b>\$ 414,499</b>	<b>\$ 1,864,974</b>

AI-34457

Closed Session 24. C.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

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**Information**

**CAPTION**

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Star - Tax Abatement.

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/26/2012 12:55 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Michael Leo		Started On: 09/26/2012 12:17 PM
	Final Approval Date: 09/28/2012	

AI-34489

Closed Session 24. D.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Hidalgo County v. Guerra Construction

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 02:11 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012
	Final Approval Date: 09/28/2012	

AI-34502

Closed Session 24. E.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Claim of Fabian Ybarra

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/28/2012 07:59 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012 04:50 PM
	Final Approval Date: 09/28/2012	

AI-34494

Closed Session 24. F.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Joanna Acevedo

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 03:24 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Aida Alvarez		Started On: 09/27/2012 02:39 PM
	Final Approval Date: 09/28/2012	

AI-34453

Closed Session 24. G.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Mayra Y. Garcia

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/26/2012 10:44 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Aida Alvarez		Started On: 09/26/2012 10:13 AM
	Final Approval Date: 09/28/2012	

AI-34458

Open Session 25. C.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

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**Information**

**CAPTION**

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Star - Tax Abatement.

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/26/2012 12:56 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Michael Leo		Started On: 09/26/2012 12:19 PM
	Final Approval Date: 09/28/2012	

AI-34490

Open Session 25. D.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Hidalgo County v. Guerra Construction

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 02:12 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012
	Final Approval Date: 09/28/2012	

AI-34504

Open Session 25. E.

CC REGULAR

Meeting Date: 10/01/2012

Submitted By: Monica Badillo, EXECUTIVE  
OFFICE

Department: EXECUTIVE OFFICE

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**Information**

**CAPTION**

Claim of Fabian Ybarra

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/28/2012 07:59 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Monica Badillo		Started On: 09/27/2012 04:52 PM
	Final Approval Date: 09/28/2012	

AI-34495

Open Session 25. F.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Joanna Acevedo

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/27/2012 03:24 PM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Aida Alvarez		Started On: 09/27/2012 02:41 PM
	Final Approval Date: 09/28/2012	

AI-34454

Open Session 25. G.

CC REGULAR

Meeting Date: 10/01/2012

Submitted For: Valde Guerra

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

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**Information**

**CAPTION**

Claim of Mayra Y. Garcia

**BACKGROUND**

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Merlen P. Munoz	09/26/2012 10:44 AM
Purchasing Department	Angela Garcia	09/28/2012 08:44 AM
Form Started By: Aida Alvarez		Started On: 09/26/2012 10:16 AM
	Final Approval Date: 09/28/2012	